

# **AGREEMENT FOR APPOINTMENT OF PARTNERSHIP TAX REPRESENTATIVE**

This Agreement for Appointment of Partnership Tax Representative (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_ (the "Partnership") and the undersigned partners of the Partnership (the "Partners").

## **RECITALS**

**WHEREAS**, the Partnership is governed by the Partnership Agreement dated \_\_\_\_\_, 20\_\_\_\_;

**WHEREAS**, pursuant to Section 6223 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, the Partnership is required to designate a "Partnership Representative" (or "Tax Matters Partner" for applicable tax years) to handle tax audits and administrative proceedings before the Internal Revenue Service and other taxing authorities; and

**WHEREAS**, the Partners desire to appoint \_\_\_\_\_ as the Partnership Representative under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. APPOINTMENT**

The Partnership and the Partners hereby designate \_\_\_\_\_ as the Partnership Representative (as defined in Code Section 6223) of the Partnership for the tax year ending \_\_\_\_\_, and for subsequent tax years, until such time as a successor is appointed or this designation is revoked in accordance with the terms of this Agreement and applicable law.

## **2. AUTHORITY AND POWERS**

The Partnership Representative shall have all of the rights, duties, and powers provided to a Partnership Representative under the Code and treasury regulations, including but not limited to:

- a. The authority to represent the Partnership in all examinations, audits, and administrative or judicial proceedings before the Internal Revenue Service or any state or local taxing authority;
- b. The power to make any elections available under Code Sections 6221 through 6241;
- c. The authority to bind the Partnership and the Partners to any settlements or decisions reached during any tax proceeding; and
- d. The authority to retain and employ legal counsel, accountants, and other advisors at the expense of the Partnership to assist in any tax proceeding.

## **3. RESTRICTIONS AND DUTIES**

Notwithstanding the broad authority granted in Section 2, the Partnership Representative shall:

- a. Keep all Partners reasonably informed of any tax audits, administrative adjustments, or judicial proceedings within \_\_\_\_\_ days of receiving notice from any taxing authority;
- b. Not settle any material tax controversy or make any significant tax election without the prior written consent of \_\_\_\_\_ % of the Partners' voting interests; and
- c. Provide the Partners with copies of all written communications received from or sent to taxing authorities.

**4. INDEMNIFICATION**

The Partnership shall indemnify, defend, and hold harmless the Partnership Representative from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by the Partnership Representative in the performance of its duties under this Agreement, except in the case of fraud, gross negligence, or willful misconduct.

**5. RESIGNATION AND REMOVAL**

The Partnership Representative may resign at any time by giving \_\_\_\_\_ days' prior written notice to the Partnership. The Partnership Representative may be removed at any time, with or without cause, by the affirmative vote of Partners holding \_\_\_\_\_ % of the Partnership interests.

**6. GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles.

**7. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PARTNERSHIP:**

**PARTNERSHIP REPRESENTATIVE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**PARTNER:**

**PARTNER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_