

STATE AND LOCAL TAX CONSULTING SERVICES AGREEMENT

This State and Local Tax Consulting Services Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Consultant: _____, with a principal place of business at _____ ("Consultant"),

and

Client: _____, with a principal place of business at _____ ("Client").

1. SCOPE OF SERVICES

Consultant shall provide state and local tax ("SALT") consulting services to Client. The specific scope of services includes, but is not limited to, the following:

2. COMPENSATION AND FEES

In consideration for the performance of the services detailed in Section 1, Client agrees to pay Consultant as follows:

Hourly Rate / Flat Fee: _____

Retainer (if applicable): _____

Payment terms and billing frequency shall be as follows: _____

3. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue until completed, or until terminated by either party upon _____ days written notice to the other party.

4. CONFIDENTIALITY

Consultant agrees to keep confidential all proprietary, business, and financial information disclosed by Client during the course of this engagement. Consultant shall not disclose any such information to third parties without the prior written consent of Client, except as required by law.

5. LIMITATION OF LIABILITY

Consultant's liability for damages under this Agreement, regardless of the form of action, shall not exceed the total amount of fees paid by Client to Consultant under this Agreement.

6. GOVERNING LAW

This Agreement shall be governed by, interpreted, and enforced 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 understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral.

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

CLIENT:

Signature

Printed Name

Title

Date

CONSULTANT:

Signature

Printed Name

Title

Date