

IRS AUDIT REPRESENTATION AND HOLD HARMLESS AGREEMENT

This IRS Audit Representation and Hold Harmless Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between:

Client:

Name: _____

Address: _____

Taxpayer Identification Number (last 4 digits): _____

And

Representative:

Name/Firm: _____

Address: _____

1. SCOPE OF REPRESENTATION

The Client hereby retains the Representative to represent the Client before the Internal Revenue Service (IRS) solely in connection with the examination/audit of the Client's federal tax return(s) for the following tax year(s) and form(s):

Tax Year(s): _____

Tax Form(s): _____

This representation will commence upon the execution of this Agreement and the receipt of a fully executed IRS Form 2848 (Power of Attorney and Declaration of Representative), and will terminate upon the issuance of a final determination by the IRS, the execution of a closing agreement, or the termination of this Agreement by either party in writing.

2. CLIENT'S OBLIGATIONS AND WARRANTIES

The Client agrees to cooperate fully with the Representative and to provide all requested documents, receipts, bank statements, records, and other supporting evidence in a timely manner. The Client warrants and represents that all information, documents, and representations provided to the Representative are accurate, complete, and truthful to the best of the Client's knowledge. The Representative is under no obligation to verify or audit the information provided by the Client for accuracy or completeness.

3. FEES AND EXPENSES

The Client agrees to compensate the Representative for services rendered under this Agreement in accordance with the following terms: _____

4. INDEMNIFICATION AND HOLD HARMLESS

The Client agrees to indemnify, defend, and hold harmless the Representative, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, damages, penalties, fines, interest, costs, and expenses (including, without limitation, reasonable attorneys' fees and litigation costs) arising out of, resulting from, or in connection with:

- a. Any inaccurate, incomplete, misleading, false, or omitted information, documentation, or oral representation provided by the Client to the Representative;
- b. Any failure by the Client to provide requested records or information in a timely manner;
- c. Any tax deficiencies, penalties, or interest assessed by the IRS or any other taxing authority against the Client, except to the extent directly caused by the Representative's proven gross negligence or willful misconduct.

5. LIMITATION OF LIABILITY

The Representative does not guarantee any specific outcome regarding the IRS examination or audit. To the maximum extent

permitted by applicable law, the Representative's total liability for any and all claims arising out of this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total fees paid by the Client to the Representative under this Agreement.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the courts located in _____.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have executed this IRS Audit Representation and Hold Harmless Agreement as of the date first written above.

CLIENT:

REPRESENTATIVE:

Signature

Signature

Printed Name

Printed Name / Title

Date

Date