RETAINER AGREEMENT FOR CORPORATE TAX SERVICES

This Retainer Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

The Client:
Company Name: _____
Address: _____
Represented by: _____
Title: _____

AND

The Provider:
Firm Name: _____
Address: _____
Represented by: _____
Title: _____

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby retains the Provider, and the Provider agrees to perform corporate tax services for the Client. The scope of services to be provided under this Agreement includes:

1. Preparation and filing of corporate federal, state, and local income tax returns.
2. Quarterly corporate tax planning and estimated tax calculation reviews.
3. Ongoing tax advisory, consultation, and research on corporate transactions.
4. Representation in connection with inquiries or audits by tax authorities, subject to the terms herein.
5. Other related financial and tax services as mutually agreed upon in writing.

2. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue on a month-to-month basis until terminated. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days written notice to the other party.

3. RETAINER FEES AND PAYMENT TERMS

In consideration for the corporate tax services, the Client agrees to pay the Provider according to the following terms:

1. **Monthly Retainer Fee:** The Client shall pay a recurring monthly retainer fee of $_____. This fee is due and payable on the _____ day of each calendar month.
2. **Hourly Rates:** For services exceeding the scope of the standard monthly retainer, the Provider shall bill the Client at an hourly rate of $_____ per hour.
3. **Invoicing:** The Provider will issue invoices monthly for any additional hourly services or out-of-pocket expenses. Payments are due within _____ days of the invoice date.

4. CLIENT RESPONSIBILITIES

The Client agrees to provide the Provider with all necessary financial records, books, receipts, and relevant information in a timely and organized manner. The Provider is not responsible for tax penalties, interest, or other liabilities resulting from

inaccurate, incomplete, or late information provided by the Client.

5. CONFIDENTIALITY

The Provider shall maintain the strictest confidentiality regarding all business operations, financial data, and personal information obtained from the Client during the course of this engagement. Confidential information shall not be disclosed to any third party without the prior written consent of the Client, except as required by law.

6. LIMITATION OF LIABILITY

The Provider's liability for any claim, loss, or damage arising out of this Agreement shall be limited to the total amount of retainer fees paid by the Client to the Provider during the _____-month period immediately preceding the event giving rise to the claim.

7. GOVERNING LAW

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.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes any prior written or oral agreements. Any modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

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

CLIENT	**PROVIDER**
_____	_____
Authorized Signature	Authorized Signature
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____