

SALES AND USE TAX AUDIT DEFENSE AGREEMENT

This Sales and Use Tax Audit Defense Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

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

and

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

1. SCOPE OF SERVICES

Provider agrees to represent and defend Client in connection with the sales and use tax audit conducted by _____ (the "Taxing Authority") for the audit period covering _____ through _____. The specific services shall include:

- Reviewing audit notices, workpapers, and assessments issued by the Taxing Authority.
- Formulating defense strategies and representing Client in meetings, hearings, and communications with the Taxing Authority.
- Assisting in gathering, organizing, and presenting relevant business records and transaction documentation.
- Reviewing and contesting proposed auditor adjustments, assessments, penalties, and interest where applicable.

2. CLIENT RESPONSIBILITIES AND COOPERATION

Client agrees to cooperate fully with Provider and to provide all requested financial records, transaction details, exemption certificates, and other documents necessary for the audit defense in a timely manner. Client acknowledges that Provider's ability to defend the audit successfully is dependent upon the accuracy, completeness, and timeliness of the information provided by Client.

3. FEES AND PAYMENT TERMS

In consideration for the services rendered, Client agrees to pay Provider as follows:

- **Retainer:** A non-refundable retainer fee of \$_____ shall be paid upon execution of this Agreement.
- **Hourly Rate / Flat Fee:** Services will be billed at _____.
- **Expenses:** Client shall reimburse Provider for all reasonable out-of-pocket expenses incurred in connection with the services, subject to prior approval.

Invoices are due and payable within _____ days of the invoice date.

4. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the conclusion of the audit defense services, unless terminated earlier by either party. Either party may terminate this Agreement upon _____ days' written notice to the other party. Upon termination, Client shall pay Provider for all services rendered and expenses incurred up to the date of termination.

5. LIMITATION OF LIABILITY

Provider does not guarantee any specific outcome or reduction in tax liability. In no event shall Provider be liable for any consequential, indirect, incidental, special, or punitive damages. Provider's total liability under this Agreement shall not exceed the total fees paid by Client to Provider under this Agreement.

6. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary, financial, and business information received from the other party during the term of this Agreement and thereafter, except as required by law or to the extent necessary to perform the services described herein.

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 regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Sales and Use Tax Audit Defense Agreement as of the date first written above.

PROVIDER:

CLIENT:

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date