

STATE AND LOCAL TAX (SALT) CONSULTING SERVICES AGREEMENT

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

Consultant: _____, with a principal place of business at

, and

Client: _____, with a principal place of business at

.

1. SCOPE OF SERVICES

Consultant shall provide state and local tax advisory and consulting services to Client as detailed below:

2. FEES AND COMPENSATION

As consideration for the performance of the Services, Client shall pay Consultant as follows:

- a. **Service Fees:** Client shall pay Consultant _____.
- b. **Expenses:** Client shall reimburse Consultant for reasonable and pre-approved out-of-pocket expenses incurred in connection with the performance of the Services.
- c. **Invoicing and Payment:** Consultant shall invoice Client _____. Payment shall be due within _____ days from the invoice date.

3. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue until completed, unless terminated earlier. Either party may terminate this Agreement upon _____ days written notice to the other party. Upon termination, Client shall pay Consultant for all Services performed and expenses incurred up to the date of termination.

4. CLIENT COOPERATION

Client agrees to timely provide all financial records, transaction data, organizational charts, and other relevant information reasonably requested by Consultant to perform the Services. Consultant shall not be responsible for any delays or inaccuracies resulting from Client's failure to provide accurate or timely information.

5. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of all non-public, proprietary, or confidential information disclosed by the other party. This obligation shall survive the expiration or termination of this Agreement for a period of _____ years.

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. Consultant's

total liability under this Agreement shall not exceed the total amount of fees paid by Client to Consultant under this Agreement.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to conflict of laws principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, written or oral. No amendment to this Agreement shall be effective unless in writing and signed by both parties.

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

CONSULTANT:

CLIENT:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE