

STATE AND LOCAL TAX ADVISORY SERVICES CONTRACT

This State and Local Tax Advisory Services Contract (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between:

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

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

1. SCOPE OF SERVICES

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

2. FEES AND PAYMENT

As consideration for the services rendered under this Agreement, Client shall pay Consultant as follows:

Rate _____ / _____ Fee _____ Structure: _____

Payment shall be due within _____ days of receipt of an invoice from the Consultant.

3. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue until _____, unless terminated earlier by either party upon _____ days written notice.

4. CONFIDENTIALITY

Consultant agrees to keep all financial, proprietary, and tax-related information disclosed by the Client confidential and shall not disclose such information to any third party without the prior written consent of the Client, except as required by law.

5. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. The Consultant's maximum liability under this Agreement shall not exceed the total fees paid by the Client to the Consultant.

6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles.

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

CLIENT:

Signature

Name (Printed)

Title

Date

CONSULTANT:

Signature

Name (Printed)

Title

Date