

PROFESSIONAL SERVICES AGREEMENT
STATE AND LOCAL TAX (SALT) CONSULTING SERVICES

This Professional Services Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

Consultant: _____

Address: _____

Email: _____

and

Client: _____

Address: _____

Email: _____

Consultant and Client may collectively be referred to herein as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, Client desires to retain Consultant to perform professional consulting services regarding state and local tax matters; and

WHEREAS, Consultant represents that it possesses the necessary expertise, qualifications, and personnel to perform such services and agrees to perform these services under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide state and local tax consulting services as described in **Exhibit A** (the "Services") attached hereto and incorporated by reference. Any additional services requested by Client beyond the specified Scope of Services shall be subject to a separate written amendment or Statement of Work executed by both Parties.

2. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on the Effective Date and shall continue until the Services are completed, unless terminated earlier in accordance with this Section.
- B. **Termination for Convenience:** Either Party may terminate this Agreement at any time, with or without cause, upon _____ days' prior written notice to the other Party.
- C. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within _____ days of receiving written notice of the breach.
- D. **Effect of Termination:** Upon termination, Client shall pay Consultant for all Services performed and expenses incurred up to the effective date of termination.

3. FEES, EXPENSES, AND PAYMENT

- A. **Fees:** Client agrees to pay Consultant for the Services in accordance with the fee structure set forth in **Exhibit A**.
- B. **Expenses:** Client shall reimburse Consultant for reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the Services.
- C. **Invoicing and Payment:** Consultant shall invoice Client _____. Client shall pay all undisputed invoice amounts within _____ days from the date of the invoice. Past due balances shall accrue interest at a rate of _____ % per month, or the maximum rate permitted by law, whichever is less.

4. CLIENT RESPONSIBILITIES AND INFORMATION

Client agrees to provide Consultant with timely access to all relevant financial records, tax returns, transaction data, organization charts, and other information necessary for the performance of the Services. Consultant shall be entitled to rely on the accuracy and completeness of all information and data provided by Client without independent verification.

5. CONFIDENTIALITY

Each Party agrees to hold in confidence all non-public, proprietary, or confidential information disclosed by the other Party. Confidential Information does not include information that is publicly known, already in the receiving Party's possession prior to disclosure, or independently developed without reference to the disclosing Party's information. The receiving Party shall protect such information with the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care.

6. DELIVERABLES AND INTELLECTUAL PROPERTY

All written reports, tax memoranda, nexus matrices, voluntary disclosure agreements, or other specific deliverables created by Consultant for Client under this Agreement shall become the property of Client upon full payment of all fees due. Consultant retains all rights, title, and interest in its pre-existing methodologies, proprietary software, templates, databases, and general tax knowledge utilized in performing the Services.

7. LIMITATION OF LIABILITY

In no event shall either Party be liable for any consequential, indirect, incidental, special, or punitive damages. The maximum aggregate liability of Consultant to Client for any and all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of fees actually paid by Client to Consultant under this Agreement during the _____ months preceding the event giving rise to the claim.

8. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the Parties. Neither Party has the authority to bind the other to any third-party obligations.

9. GOVERNING LAW AND DISPUTE RESOLUTION

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

out of or relating to this Agreement shall be resolved through good faith negotiations. If negotiations fail, the dispute shall be resolved in the state or federal courts located in _____.

10. MISCELLANEOUS PROVISIONS

- A. **Entire Agreement:** This Agreement, including Exhibit A, constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, written or oral.
- B. **Amendments:** This Agreement may only be amended or modified by a written instrument signed by authorized representatives of both Parties.
- C. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- D. **Assignment:** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Services Agreement as of the Effective Date.

CONSULTANT:

Signature

Printed Name

Title

Date

CLIENT:

Signature

Printed Name

Title

Date

SCOPE OF WORK AND FEE STRUCTURE

Consultant shall perform the following State and Local Tax (SALT) consulting services:

- ## 2. DELIVERABLES

Consultant shall provide the following deliverables to Client:

- ### 3. FEE STRUCTURE

Client shall compensate Consultant as follows (select/complete appropriate option):

- #### **4. ESTIMATED TIMELINE / KEY DATES**

The performance of Services shall be guided by the following projected timeline:

- Project Initiation: _____
- Draft Deliverable Submission: _____
- Final Deliverable Submission: _____