

# SALES AND USE TAX ASSESSMENT SERVICES AGREEMENT

This Sales and Use Tax Assessment Services Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Provider:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Provider"), and

**Client:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Client").

WHEREAS, Client desires to retain Provider to perform professional sales and use tax assessment services, and Provider agrees to perform such services under the terms and conditions set forth herein.

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

## **1. SCOPE OF SERVICES**

Provider shall perform sales and use tax assessment services (the "Services") which shall include, but are not limited to, the following:

- a. Reviewing Client's historical purchase invoices, sales records, and financial data for the period of \_\_\_\_\_ through \_\_\_\_\_.
- b. Identifying potential overpayments of sales and use taxes and evaluating opportunities for tax refunds or credits.
- c. Identifying potential underpayments or exposure areas to assist Client in maintaining regulatory compliance.
- d. Preparing and submitting necessary refund claims, petitions, or supporting documentation to the appropriate taxing authorities upon Client's prior written authorization.
- e. Providing a final summary report detailing the findings, recommendations, and methodologies applied.

## **2. CLIENT RESPONSIBILITIES**

Client shall cooperate fully with Provider and provide timely, complete, and accurate access to all necessary financial records, tax returns, transaction data, systems, and personnel necessary for the completion of the Services. Provider shall be entitled to rely on the accuracy and completeness of all information and documentation provided by Client without independent verification.

## **3. FEES AND PAYMENT**

In consideration for the Services rendered, Client agrees to pay Provider as follows (check and complete the applicable option):

**Contingent Fee Basis:** \_\_\_\_\_% of any sales and use tax refunds, credits, or assessments successfully recovered, saved, or realized by Client as a result of the Services. Fees shall be due and payable within \_\_\_\_\_ days of Client's receipt of the refund check, credit notice, or reduction of tax liability.

**Fixed Fee Basis:** A total fee of \$ \_\_\_\_\_, payable as follows: \_\_\_\_\_.

**Hourly Rate Basis:** Charged at a rate of \$ \_\_\_\_\_ per hour, billed monthly, with payments due within \_\_\_\_\_ days of the invoice date.

## **4. TERM AND TERMINATION**

This Agreement shall commence on the effective date and shall remain in effect until the Services are completed, unless terminated earlier. 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 reimbursable expenses incurred up to the date of termination.

## **5. CONFIDENTIALITY**

Provider shall maintain the strict confidentiality of all proprietary, financial, and personal information obtained from Client during the performance of the Services. Provider shall not disclose such information to any third party without Client's prior written consent, except as required by law or as necessary to represent Client before taxing authorities.

**6. LIMITATION OF LIABILITY**

In no event shall either party be liable to the other for any consequential, indirect, special, or punitive damages. The total liability of Provider for any claims, losses, or damages arising out of this Agreement shall not exceed the total fees paid by Client to Provider under this Agreement.

**7. 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.

**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, or agreements. No modification of this Agreement shall be valid unless in writing and signed by both parties.

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

**CLIENT:**

**PROVIDER:**

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

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Date

Date