

# RETAINER AGREEMENT FOR SALES AND USE TAX SERVICES

This Retainer 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

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Provider agrees to perform professional Sales and Use Tax services for Client, which may include, but are not limited to:

- Sales and use tax compliance and return preparation.
- Nexus evaluations and taxability studies.
- Audit representation and defense support.
- Voluntary Disclosure Agreements (VDA) assistance.
- General consulting and advisory services related to state and local transaction taxes.

## 2. RETAINER AND FEES

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As consideration for the services to be performed, Client agrees to pay Provider as follows:

- Retainer Fee:** Client shall pay a non-refundable initial retainer of \$\_\_\_\_\_ upon execution of this Agreement. This retainer will be applied against future billings or held as security for performance.
- Hourly Rates / Fees:** Services will be billed at a rate of \$\_\_\_\_\_ per hour, or in accordance with the following flat fee schedule: \_\_\_\_\_.
- Invoicing:** Provider will invoice Client monthly. Payments are due within \_\_\_\_\_ days of the invoice date.

## 3. CLIENT RESPONSIBILITIES

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Client agrees to timely provide all necessary financial records, transaction data, exemption certificates, and other relevant documentation required for Provider to perform the services. Provider is not responsible for penalties or interest resulting from inaccurate, incomplete, or delayed information provided by Client.

## 4. TERM AND TERMINATION

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This Agreement shall commence on the effective date and continue until \_\_\_\_\_, or until terminated 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. CONFIDENTIALITY

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Both parties agree to maintain the confidentiality of all proprietary or non-public information received from the other party during the course of this engagement, except as required by law or regulatory authority.

## 6. LIMITATION OF LIABILITY

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Provider's liability for any claim arising out of this Agreement shall be limited to the total amount of fees paid by Client to Provider under this Agreement during the \_\_\_\_\_ months preceding the claim.

**7. GOVERNING LAW**

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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 Retainer Agreement as of the date first written above.

**CLIENT:**

**PROVIDER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date