

# PROFESSIONAL SERVICES AGREEMENT

## Sales and Use Tax Compliance Services

This Professional Services Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

**Provider:** \_\_\_\_\_

Address: \_\_\_\_\_

Represented by: \_\_\_\_\_

And

**Client:** \_\_\_\_\_

Address: \_\_\_\_\_

Represented by: \_\_\_\_\_

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

### 1. RECITALS

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WHEREAS, Provider is engaged in the business of providing tax compliance, consulting, and preparation services, specifically specializing in sales and use tax matters; and

WHEREAS, Client desires to retain Provider to perform sales and use tax compliance services, and Provider agrees to perform such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

### 2. SCOPE OF SERVICES

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Provider shall perform the following sales and use tax compliance services (the "Services") for the jurisdictions specified in Schedule A of this Agreement:

- A. Review, reconciliation, and processing of transaction data provided by Client.
- B. Preparation of monthly, quarterly, and/or annual sales and use tax returns.
- C. Filing of completed tax returns and facilitation of tax payment remittances to the appropriate taxing authorities.
- D. Monitoring and management of state tax notices and communications directly related to the filed returns during the term of this Agreement.

### 3. CLIENT OBLIGATIONS

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- A. **Data Provision:** Client shall provide Provider with complete, accurate, and timely financial data, sales records, and any other information necessary for the preparation of the returns no later than the \_\_\_\_\_ day of each calendar month.
- B. **Accuracy:** Client acknowledges that Provider is relying solely on the data provided by Client. Provider shall have no obligation to audit or independently verify the accuracy of the records provided by Client.
- C. **Funding:** Client shall ensure that sufficient funds for payment of all sales and use tax liabilities are available in the designated bank account at least \_\_\_\_\_ business days prior to the applicable tax filing deadline.

### 4. FEES AND PAYMENT TERMS

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- A. **Fees:** Client agrees to pay Provider for the Services rendered in accordance with the fee schedule set forth in Schedule B attached hereto.
- B. **Invoicing:** Invoices will be issued by Provider on a \_\_\_\_\_ basis.
- C. **Payment Terms:** All invoices are due and payable 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.

## 5. TERM AND TERMINATION

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- A. **Term:** This Agreement shall commence on the Effective Date and shall continue for an initial term of \_\_\_\_\_, unless terminated earlier in accordance with this Section.
- B. **Termination for Convenience:** Either Party may terminate this Agreement without cause by providing \_\_\_\_\_ 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 after receiving written notice of the breach.

## 6. CONFIDENTIALITY AND DATA SECURITY

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Each Party agrees to keep confidential all non-public information received from the other Party that is marked or identified as confidential, or that by its nature should reasonably be understood to be confidential. This obligation shall survive the expiration or termination of this Agreement.

## 7. LIMITATION OF LIABILITY

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In no event shall Provider be liable for any indirect, special, incidental, consequential, or punitive damages, including but not limited to lost profits or penalties incurred due to delays or inaccuracies in Client-provided data. Provider's total aggregate liability under this Agreement for any claim shall not exceed the total fees paid by Client to Provider in the \_\_\_\_\_-month period preceding the event giving rise to the claim.

## 8. GOVERNING LAW AND JURISDICTION

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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. Any legal action arising under this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_.

## 9. ENTIRE AGREEMENT

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This Agreement, including any schedules and exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

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

**PROVIDER:**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date