

# SALES AND USE TAX ADVISORY SERVICES AGREEMENT

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

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

and

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

## 1. ENGAGEMENT AND SCOPE OF SERVICES

---

The Client hereby engages the Advisor, and the Advisor agrees to perform the following sales and use tax advisory services:

1. Review and analysis of Client's historical transaction data for sales and use tax compliance.
2. Nexus evaluation and determinations across applicable jurisdictions.
3. Preparation and filing of sales and use tax returns, voluntary disclosure agreements, or registrations as mutually agreed.
4. Representation and assistance during state sales and use tax audits, if requested.
5. Other advisory services as specified in writing from time to time.

## 2. FEES AND PAYMENT TERMS

---

In consideration for the services provided by the Advisor, the Client agrees to pay fees as follows:

- Hourly Rate of \_\_\_\_\_ per hour, or a monthly retainer fee of \_\_\_\_\_.
- Invoices shall be issued \_\_\_\_\_ and are due and payable within \_\_\_\_\_ days of the invoice date.
- Late payments shall bear interest at a rate of \_\_\_\_\_% per month.

## 3. CLIENT RESPONSIBILITIES AND DOCUMENTATION

---

The Client shall provide the Advisor with all financial, sales, purchase, and accounting records, tax returns, and other documents necessary for the performance of the services in a timely manner. The Advisor shall not be responsible for any delays, penalties, or interest resulting from inaccurate, incomplete, or late information provided by the Client.

## 4. TERM AND TERMINATION

---

This Agreement shall commence on the effective date and shall continue until \_\_\_\_\_, unless terminated earlier. Either party may terminate this Agreement upon \_\_\_\_\_ days written notice to the other party.

## 5. CONFIDENTIALITY

---

Both parties agree to keep all proprietary and confidential information disclosed during the term of this Agreement strictly confidential. Confidential information shall not be shared with third parties without prior written consent, except as required by law.

**6. LIMITATION OF LIABILITY**

---

In no event shall the Advisor be liable for any consequential, indirect, or punitive damages. The Advisor's total liability under this Agreement shall not exceed the total fees paid by the Client to the Advisor 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.

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

**ADVISOR:**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date