

AGREEMENT FOR SALES AND USE TAX COMPLIANCE SERVICES

This Agreement for Sales and Use Tax Compliance Services (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), 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

Provider shall perform sales and use tax compliance services as detailed below (the "Services"):

1. Preparation and filing of state and local sales and use tax returns based on data provided by Client.
2. Management of tax remittance and payment processing requests.
3. Maintenance of tax calendars and filing histories.
4. Assistance with basic notice resolution arising directly from returns filed by Provider under this Agreement.

2. CLIENT RESPONSIBILITIES

Client agrees to cooperate fully with Provider to facilitate the performance of the Services. Client's responsibilities include, but are not limited to:

1. Providing complete, accurate, and reconciled transaction data in the format requested by Provider no later than the _____ day of each month.
2. Maintaining ultimate responsibility for the accuracy of all tax data, classifications, exemptions, and taxability determinations.
3. Ensuring sufficient funds are available in the designated bank account at least _____ business days prior to the payment due dates for remittance of taxes.

3. FEES AND PAYMENT TERMS

1. **Service Fees:** Client shall pay Provider a monthly fee of \$ _____ for standard filing services.
2. **Setup Fee:** A one-time onboarding and setup fee of \$ _____ shall be due upon execution of this Agreement.
3. **Additional Services:** Any services outside the scope of this Agreement, including audits, nexus studies, or voluntary disclosure agreements, shall be billed at an hourly rate of \$ _____ per hour.
4. **Payment Terms:** Invoices are due and payable within _____ days of the invoice date.

4. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on the Effective Date and shall continue on a _____ basis until terminated by either party.
2. **Termination for Convenience:** Either party may terminate this Agreement without cause by providing _____ days written notice to the other party.

3. **Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches any material term and fails to cure such breach within _____ days of receiving written notice of the breach.

5. LIMITATION OF LIABILITY

Provider shall perform the Services with reasonable professional care. Under no circumstances shall Provider's total liability for any claims, losses, or damages arising out of this Agreement exceed the total fees paid by Client to Provider during the _____ month period immediately preceding the event giving rise to liability. Provider shall not be liable for any penalties or interest resulting from inaccurate or untimely data provided by Client.

6. CONFIDENTIALITY

Each party agrees to keep confidential all non-public information, proprietary data, and trade secrets disclosed by the other party during the term of this Agreement, and to use such information solely for the purpose of executing the terms of this Agreement.

7. GOVERNING LAW AND JURISDICTION

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 _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For Service Provider:

For Client:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE