

SALES AND USE TAX CONSULTING SERVICES AGREEMENT

This Sales and Use Tax Consulting Services Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

CLIENT:

Name: _____

Address: _____

Entity Type: _____

and

CONSULTANT:

Name: _____

Address: _____

Entity Type: _____

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

RECITALS

WHEREAS, Client desires to retain Consultant to perform professional consulting services related to sales and use tax compliance, analysis, and/or recovery; and

WHEREAS, Consultant represents that it possesses the necessary expertise, experience, and qualifications to perform such services and agrees to provide them 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

Consultant shall perform the sales and use tax consulting services described below:

2. FEES AND PAYMENT TERMS

a. **Compensation:** As consideration for the services rendered, Client shall pay Consultant according to the following rate structure:

b. **Invoicing:** Consultant shall submit invoices to Client _____.

c. **Payment Terms:** All invoices shall be due and payable within _____ days from the invoice date. Late payments shall bear interest at a rate of _____ % per month or the maximum rate permitted by law, whichever is less.

d. **Out-of-Pocket Expenses:** Client shall reimburse Consultant for pre-approved, reasonable travel and out-of-pocket expenses incurred in connection with the services.

3. CLIENT RESPONSIBILITIES AND COOPERATION

Client shall timely provide Consultant with access to all necessary financial records, tax returns, invoices, exemption certificates, systems, and personnel reasonably required for the performance of the services. Consultant shall not be liable for any delays, errors, or penalties resulting from inaccurate, incomplete, or late information provided by Client.

4. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on the Effective Date and shall continue until completed, or until terminated as provided herein.
- b. **Termination for Convenience:** Either Party may terminate this Agreement without cause upon _____ days' prior written notice to the other Party.
- c. **Termination for Cause:** Either Party may terminate this Agreement immediately if the other Party breaches a material term and fails to cure such breach within _____ days after receiving written notice thereof.
- d. **Effect of Termination:** Upon termination, Client shall pay Consultant for all services performed and expenses incurred up to the effective date of termination.

5. CONFIDENTIALITY

Each Party agrees to hold in strict confidence all proprietary, financial, tax, operational, or business information disclosed by the other Party during the course of this engagement. Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law or legal process.

6. LIMITATION OF LIABILITY

Except for gross negligence or willful misconduct, Consultant's total liability for any and all claims, losses, or damages arising out of this Agreement shall be limited to the total fees paid by Client to Consultant under this Agreement. In no event shall either Party be liable for any indirect, special, incidental, or consequential damages.

7. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and is not an employee, agent, partner, or joint venturer of Client. Consultant shall be solely responsible for all tax withholding, social security, unemployment insurance, and other employment-related liabilities arising from payments made under this Agreement.

8. GOVERNING LAW AND DISPUTE RESOLUTION

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 dispute arising under this Agreement shall be resolved through binding arbitration in _____, in accordance with the rules of the American Arbitration Association.

9. MISCELLANEOUS

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or representations.
- b. **Amendments:** This Agreement may only be amended or modified by a written instrument signed by authorized representatives of both Parties.
- c. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____