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## ENGAGEMENT AGREEMENT FOR STATE AND LOCAL TAX CONSULTING SERVICES

Dear \_\_\_\_\_,

This engagement letter (the "Agreement") confirms the terms and conditions under which \_\_\_\_\_  
("Consultant") will provide state and local tax ("SALT") consulting services to \_\_\_\_\_ ("Client").

### 1. SCOPE OF SERVICES

Consultant will perform professional state and local tax services as detailed below:

### 2. FEES AND PAYMENT TERMS

The fees for the services described in Section 1 shall be based on the following billing structure:

Invoices will be rendered \_\_\_\_\_ and are due and payable within \_\_\_\_\_ days from the invoice date. Outstanding balances past due shall accrue interest at a rate of \_\_\_\_\_ % per month.

### 3. CLIENT RESPONSIBILITIES

The timely and successful completion of the services is highly dependent on Client's cooperation and the provision of complete, accurate, and timely financial data, tax returns, organizational charts, transactional records, and other relevant information. Consultant is entitled to rely on all information provided by Client without independent verification.

### 4. TERM AND TERMINATION

This Agreement shall commence on \_\_\_\_\_ and will continue until the services are completed, unless terminated earlier. Either party may terminate this Agreement upon \_\_\_\_\_ days written notice to the other party. Upon termination, Client shall pay Consultant for all services rendered and expenses incurred up to the effective date of termination.

## 5. LIMITATION OF LIABILITY

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In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. Consultant's total liability for any and all claims, losses, or damages arising out of this engagement shall not exceed the total fees paid by Client to Consultant under this Agreement.

## 6. GOVERNING LAW AND DISPUTE RESOLUTION

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This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without giving effect to conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in \_\_\_\_\_.

Please indicate your acceptance of the terms of this Agreement by signing and returning a copy to us.

Accepted and agreed to by:

FOR CONSULTANT:

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SIGNATURE

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PRINTED NAME & TITLE

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DATE

FOR CLIENT:

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SIGNATURE

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PRINTED NAME & TITLE

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DATE