

SALES AND USE TAX FILING SERVICES AGREEMENT

This Sales and Use Tax Filing Services Agreement (the "Agreement") is entered into as of _____, 20____, by and between:

Service Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Provider"), and

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

WHEREAS, the Client desires to retain the Provider to perform professional sales and use tax compliance and filing services, and the Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

The Provider shall perform sales and use tax compliance services for the jurisdictions specified by the Client, which services shall include:

1. Retrieving and reviewing transaction data provided by the Client.
2. Preparing monthly, quarterly, or annual sales and use tax returns.
3. Submitting completed tax returns to the appropriate taxing authorities.
4. Facilitating the payment of sales and use tax liabilities via the Client's designated bank account or approved payment method.
5. Responding to routine inquiries and notices from state tax authorities regarding the filings prepared under this Agreement.

2. Client Responsibilities

1. The Client shall provide complete, accurate, and timely data, records, and information required to prepare the returns. All information must be provided no later than the _____ day of each calendar month following the reporting period.
2. The Client assumes sole responsibility for the accuracy of all financial records, sales figures, exemptions claimed, and classifications provided to the Provider.
3. The Client must maintain sufficient funds in the designated bank account to cover all authorized tax liabilities and fees.

3. Fees and Payment

1. The Client agrees to pay the Provider a monthly service fee of \$_____ for the standard compliance services described herein.
2. Any additional out-of-scope services, including audit representation, voluntary disclosure agreements, or historical registration projects, will be billed at an hourly rate of \$_____ per hour.
3. Invoices shall be generated on the _____ day of each month and are due within _____ days of the invoice date.

4. Term and Termination

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1. This Agreement shall commence on the date first written above and shall continue on a month-to-month basis until terminated.
 2. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days' prior written notice to the other party.

5. Limitation of Liability

The Provider shall not be liable for any penalties, interest, or additional taxes assessed by any taxing authority resulting from the Client's failure to provide accurate, complete, or timely information, or from the Client's failure to maintain sufficient funds for tax payments. In no event shall the Provider's total liability under this Agreement exceed the total fees paid by the Client to the Provider in the _____ months preceding the claim.

6. Confidentiality

Both parties agree to keep all non-public, proprietary information, financial data, and business records shared during the course of this Agreement strictly confidential and shall not disclose such information to third parties without prior written consent, except as required by law.

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 Filing Services Agreement as of the date first written above.

PROVIDER:

CLIENT:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date