

STATE AND LOCAL TAX ADVISORY ENGAGEMENT AGREEMENT

This State and Local Tax Advisory Engagement Agreement (the "Agreement") is entered into as of _____, by and between:

Advisor: _____

And

Client: _____

1. SCOPE OF SERVICES

The Advisor shall provide professional state and local tax ("SALT") consulting and advisory services to the Client as described below:

2. FEES AND PAYMENT TERMS

As consideration for the services rendered, the Client agrees to pay the Advisor the following fees:

Invoices are due and payable within _____ days of the invoice date. Late payments may be subject to a finance charge of _____% per month.

3. CLIENT RESPONSIBILITIES

The Client shall provide the Advisor with all accurate, complete, and timely financial, operational, and transactional information necessary to perform the services. The Advisor shall not be responsible for any consequences resulting from inaccurate, incomplete, or delayed information provided by the Client.

4. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary or non-public information received from the other party during the course of this engagement, except as required by law, regulation, or professional standards.

5. LIMITATION OF LIABILITY

The Advisor'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 the Client to the Advisor under this Agreement. In no event shall either party be liable for any consequential, indirect, or punitive damages.

6. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the services are completed, unless terminated earlier by either party upon _____ days written notice to the other party.

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 Agreement as of the date first written above.

ADVISOR:

Authorized Signature

Printed Name

Title

Date

CLIENT:

Authorized Signature

Printed Name

Title

Date