

TAX CONTROVERSY REPRESENTATION AND AUDIT DEFENSE AGREEMENT

This Agreement is entered into on this _____ day of _____, 20_____, by and between:

Representative: _____

Address: _____

and

Client: _____

Address: _____

1. SCOPE OF SERVICES

The Client hereby retains the Representative to provide tax controversy representation and audit defense services with respect to the following tax matters:

Taxing Authority: _____

Tax Period(s) / Year(s): _____

Type of Tax / Matter: _____

The scope of services is strictly limited to the matters identified above. Any additional representation or services shall require a separate written agreement.

2. POWER OF ATTORNEY

The Client agrees to execute and deliver to the Representative appropriate Power of Attorney forms (such as IRS Form 2848 or state equivalents) to authorize the Representative to act on the Client's behalf before the designated taxing authority.

3. FEES AND BILLING

The Client agrees to pay the Representative for services rendered under this Agreement as follows:

- a. **Retainer:** A non-refundable initial retainer of \$ _____ is due upon the execution of this Agreement. This retainer will be applied against hourly fees and costs incurred.
- b. **Hourly Rate:** Representative's services shall be billed at the rate of \$ _____ per hour.
- c. **Flat Fee:** A flat fee of \$ _____ for the entirety of the services specified in Section 1.
- d. **Expenses:** The Client shall reimburse the Representative for all out-of-pocket expenses incurred in connection with this representation, including but not limited to postage, courier fees, copying charges, and travel expenses.

4. CLIENT RESPONSIBILITIES

The Client agrees to provide the Representative with all requested documents, records, information, and explanations in a timely and complete manner. The Representative is not responsible for any penalties, interest, or adverse outcomes resulting from the Client's delay, failure to provide information, or provision of inaccurate or incomplete information. The Client represents that all information provided to the Representative is true, accurate, and complete to the best of their knowledge.

5. NO GUARANTEE OF OUTCOME

The Client acknowledges that the Representative has made no guarantees or promises regarding the outcome of the tax controversy, audit, or any negotiations with the taxing authority. Any expressions of potential outcomes are opinions only.

6. TERM AND TERMINATION

This Agreement shall begin on the date first written above and shall continue until the conclusion of the specified matter. Either party may terminate this Agreement at any time by providing written notice to the other party. Upon termination, the Client shall remain liable for all fees and expenses incurred up to the date of termination.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLIENT

REPRESENTATIVE

Signature

Signature

Print Name

Print Name

Date

Date