

TAX REPRESENTATION AND AUDIT DEFENSE SERVICE AGREEMENT

This Agreement is entered into and made effective as of _____, by and between the following parties:

Tax Representative:

Name/Firm: _____

Address: _____

Contact Information: _____

Client:

Name/Entity: _____

Address: _____

Contact Information: _____

1. SCOPE OF SERVICES

The Tax Representative agrees to provide professional representation and audit defense services to the Client in connection with the following tax matters:

- **Taxing Authority:** _____
- **Tax Period(s) / Year(s):** _____
- **Type of Tax:** _____
- **Specific Audit/Inquiry Reference Number (if applicable):** _____

Services shall include, but are not limited to, reviewing correspondence, preparing responses, gathering documentation, communicating directly with the taxing authority, and representing the Client at conferences, hearings, or meetings.

2. POWER OF ATTORNEY

To facilitate representation, the Client agrees to execute and deliver to the Tax Representative all necessary Power of Attorney forms (e.g., IRS Form 2848 or state equivalent) as required by the relevant taxing authorities. This authority is granted solely for the scope of services defined in Section 1 of this Agreement.

3. CLIENT RESPONSIBILITIES

The Client agrees to cooperate fully with the Tax Representative and to timely provide all financial records, tax documents, receipts, correspondence from taxing authorities, and other relevant information. The Client acknowledges that the accuracy, completeness, and truthfulness of all information provided to the Tax Representative is the sole responsibility of the Client. The Tax Representative is not responsible for any adverse outcomes resulting from incomplete, inaccurate, or delayed information provided by the Client.

4. FEES AND PAYMENT TERMS

In consideration for the services rendered, the Client agrees to pay the Tax Representative according to the following terms:

- **Retainer:** A non-refundable retainer fee of \$_____ is due upon signing this Agreement.
- **Hourly Rate:** Professional services will be billed at a rate of \$_____ per hour.
- **Flat Fee:** A flat fee of \$_____ for the complete representation.
- **Billing Cycle:** Invoices will be generated _____ and are due within _____ days of receipt.

5. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the conclusion of the specified tax matter, unless terminated earlier by either party. Either party may terminate this Agreement at any time upon written notice. Upon termination, the Client shall remain liable for all fees and expenses incurred by the Tax Representative up to the effective date of termination.

6. LIMITATION OF LIABILITY AND NO GUARANTEE

The Client acknowledges that the Tax Representative makes no guarantees, promises, or representations regarding the final outcome of any audit, examination, or dispute with taxing authorities. The Tax Representative shall perform services in accordance with professional standards, but shall not be held liable for any tax, interest, penalties, or damages assessed against the Client by any taxing authority.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral.

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

TAX REPRESENTATIVE:

Signature

Printed Name

Title

Date

CLIENT:

Signature

Printed Name

Title (if signing for an entity)

Date