
Contoso Tax Company

Tax Services Arrangement

(Dated as of [Effective Date])

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PREAMBLE

This Tax Services Arrangement (“Arrangement”) is made and entered into as of [Effective Date] by and between Contoso Tax Company (“Contoso”), a corporation organized and existing under the laws of [State/Province] with its principal office located at [Address], and [Client Name], located at [Client Address] (hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS, Contoso has been in the business of providing tax preparation, advisory, and related financial services for many years; and

WHEREAS, the Client heretofore desires to engage Contoso for the rendering of such services, and Contoso, being suitably experienced, agrees to furnish said services under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Arrangement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1 – Definitions

(a) “Services” shall refer to the tax consultation, preparation, and ancillary advisory services more fully set forth in Attachment A hereto.

(b) “Charges” shall denote the fees and any associated costs payable by the Client to Contoso as outlined later herein.

(c) “Proprietary Information” means all non-public information provided by one Party to the other under the terms of this Arrangement.

Section 2 – Engagement and Description of Work

Contoso is hereby engaged to furnish its professional tax services as described in Attachment A. Any modification or expansion of the Services shall require a written modification, signed by both Parties, to this Arrangement.

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Section 3 – Duration and Early Discontinuance

(a) Term. This Arrangement shall commence on the Effective Date and continue for an initial period of [Term Length] unless sooner terminated in accordance with the provisions hereof.

(b) Termination at Will. Either Party may elect to terminate this Arrangement by providing thirty (30) days' prior written notice to the other Party.

(c) Termination for Default. In the event of a material default by either Party, the aggrieved Party may terminate this Arrangement forthwith, provided that written notice has been given and the default is not remedied within ten (10) days.

Section 4 – Performance of Services and Cooperation

(a) Contoso shall perform the Services diligently, in a manner consistent with the industry practices commonly prevailing two decades ago, and shall apply its professional expertise at all times.

(b) The Client covenants to furnish accurate financial documents and to provide reasonable assistance and access to pertinent records, without which Contoso's performance of the Services may be impaired.

(c) Any significant alteration to the scope or timing of the Services shall be mutually agreed upon in writing.

Section 5 – Remuneration and Terms of Payment

(a) Charges. In consideration for the Services rendered, the Client shall pay Contoso the Charges as detailed in Attachment B hereto.

(b) Billing. Invoices hereunder shall be rendered on a monthly basis (or as otherwise agreed) and shall be payable within thirty (30) days from the invoice date. Late payments shall incur interest at a rate of [Interest Rate]% per month or such lesser rate as permitted by law.

(c) Reimbursable Incidents. The Client agrees to reimburse Contoso for all reasonable expenses incurred in the execution of the Services provided such expenses have been pre-approved in writing.

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Section 6 – Confidentiality and Handling of Information

(a) Each Party agrees to hold in strict confidence all Proprietary Information received from the other Party and shall not disclose such information to any third party except as mandated by law.

(b) The Parties further agree to observe all applicable laws and regulations regarding the safeguarding, use, and eventual disposition of any sensitive information.

(c) Upon termination of this Arrangement, each Party shall return or, upon the request of the disclosing Party, destroy such Proprietary Information.

Section 7 – Representations and Warranties

(a) Each Party represents and warrants that it is duly organized, in good standing, and has the legal power to enter into this Arrangement.

(b) Contoso warrants that its representatives and agents are fully qualified to perform the Services and shall adhere to the professional practices and standards extant at the time of this Arrangement.

Section 8 – Indemnity Provisions

(a) Contoso agrees to indemnify and hold harmless the Client from any claims, damages, or losses arising from the negligent or wrongful acts or omissions of Contoso in connection with the performance hereunder.

(b) Likewise, the Client agrees to indemnify and hold harmless Contoso from any claims arising out of inaccuracies or misrepresentations in the data furnished by the Client necessary for Contoso's performance of the Services.

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Section 9 – Restrictions on Liability

(a) Under no circumstances shall either Party be liable for any indirect, incidental, or consequential damages including, but not limited to, loss of profits or revenue, regardless of the legal theory on which the claim is based.

(b) The aggregate liability of either Party under this Arrangement shall not exceed the sum total of the Charges received during the twelve (12) months immediately preceding the incident, except in cases involving gross negligence or willful misconduct.

Section 10 – Dispute Settlement

(a) The Parties shall initially endeavor to resolve any disagreement stemming from or related to this Arrangement through amicable discussions.

(b) Should such efforts fail, the dispute shall then be submitted to mediation, or, if necessary, to binding arbitration conforming to the rules effective at the time, as mutually agreed upon by the Parties.

(c) Notwithstanding the foregoing, either Party may seek equitable relief from a court of competent jurisdiction in circumstances where such relief is deemed necessary.

Section 11 – Insurance

Contoso affirms that it shall maintain appropriate professional liability insurance covering the execution of its Services and shall provide evidence thereof upon the Client's request.

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Section 12 – Miscellaneous Provisions

(a) Governing Law. This Arrangement shall be construed and enforced in accordance with the laws of the State/Province of [Governing Law State/Province].

(b) Entire Understanding. This Arrangement, together with all attachments hereto, constitutes the entire understanding between the Parties relative to the subject matter hereof and supersedes any prior discussions or writings.

(c) Amendments. No alteration or supplement to this Arrangement shall be binding unless set forth in writing and duly signed by both Parties.

(d) Severability. Should any provision hereof be adjudged invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

(e) Notices. All notices required or permitted under this Arrangement shall be in writing and shall be deemed effective upon personal delivery or mailing to the addresses first set forth herein.

(f) Counterparts. This Arrangement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one single instrument.

(g) Unforeseen Events. Neither Party shall be held liable for any delays or failures in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, war, riots, or governmental restrictions.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands as of the date first above written.

For Contoso Tax Company:

For [Client Name]:

Name: [Name]

Name: [Name]

Title: [Title]

Title: [Title]

Date: _____

Date: _____

Attachments:

Attachment A – Detailed Description of Tax Services

Attachment B – Charges and Payment Schedule

This legacy version of the Arrangement reflects industry practices and legal drafting styles common approximately 20 years ago. It is provided as a sample template and should be customized to suit the precise needs and legal requirements of the Parties involved.