
Contoso Tax Company

Service Agreement

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This Service Agreement (the “Agreement”) is entered into as of [Effective Date] (“Effective Date”), by and between Contoso Tax Company (“Contoso”), a [State/Province] company with its principal place of business at [Address], and [Client Name], with its principal place of business at [Client Address] (collectively, the “Parties” or individually, a “Party”).

RECITALS

WHEREAS, Contoso is a provider of tax preparation, consulting, and related financial services; and

WHEREAS, the Client desires to engage Contoso to perform such services, and Contoso agrees to provide these services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

(a) “Services” shall mean the tax consulting, tax preparation, and related advisory services described in Section 2.

(b) “Fees” shall mean the compensation payable by the Client to Contoso as set forth in Section 3.

(c) “Confidential Information” means any non-public information disclosed by either Party pursuant to this Agreement.

2. Engagement and Scope

Contoso is hereby engaged to provide tax consulting, tax preparation, and other related services (the “Services”) as further described in Exhibit A attached hereto and incorporated herein by reference. The Parties acknowledge that any additional services or revisions shall be documented in a written amendment to this Agreement.

3. Term and Termination

(a) Term. This Agreement shall commence on the Effective Date and continue for an initial term of [Term Length] unless terminated earlier as provided herein.

(b) Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days written notice.

(c) Termination for Cause. Either Party may terminate this Agreement immediately if the other Party materially breaches any of its obligations hereunder and fails to cure such breach within ten (10) days following receipt of written notice.

4. Services and Client Cooperation

(a) Performance of Services. Contoso shall perform the Services in a timely, professional, and workmanlike manner in accordance with generally accepted industry standards.

(b) Client's Responsibilities. The Client agrees to provide Contoso with accurate financial documents, timely access to all relevant records, and answers to questions reasonably necessary for the completion of the Services.

(c) Limitation on Changes. Any significant alterations to the scope, deadlines, or nature of the Services must be agreed upon in writing by both Parties.

5. Fees and Payment Terms

(a) Fees. In consideration for the Services, the Client shall pay Contoso fees in accordance with the fee schedule attached as Exhibit B.

(b) Billing and Payment. Invoices will be provided monthly (or as otherwise agreed), with payments due within thirty (30) days of invoice date. Late payments shall incur an interest charge of [Interest Rate]% per month (or the maximum permitted by law, whichever is lower).

(c) Reimbursable Expenses. The Client shall reimburse Contoso for all pre-approved, reasonable out-of-pocket expenses incurred in connection with the performance of the Services.

6. Confidentiality and Data Protection

(a) Confidentiality Obligations. Each Party agrees to maintain the confidentiality of all Confidential Information disclosed by the other Party. Confidential Information shall not be disclosed to any third party without prior written consent except as required by law.

(b) Data Protection. Both Parties shall comply with all applicable data protection laws regarding the receipt, use, and storage of any personally identifiable information (PII) or sensitive data.

(c) Return of Materials. Upon termination of this Agreement, each Party shall return or destroy all Confidential Information received from the other Party.

7. Representations and Warranties

(a) Mutual Representations. Each Party represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under this Agreement.

(b) Professional Standards. Contoso represents that its personnel providing the Services are and will remain suitably qualified and experienced to perform tax advisory and preparation services in adherence to applicable professional standards and regulatory requirements.

8. Indemnification

(a) By Contoso. Contoso shall indemnify, defend, and hold harmless the Client from any claims, damages, or liabilities arising out of the negligent or willfully wrongful acts or omissions of Contoso in connection with the performance of the Services.

(b) By the Client. The Client shall indemnify, defend, and hold harmless Contoso against any claims arising from or related to inaccuracies or omissions in the information provided by the Client that are necessary for the performance of the Services.

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9. Limitation of Liability

(a) In no event shall either Party be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits or revenue, arising out of this Agreement, regardless of the legal theory under which such claim is brought.

(b) Maximum Liability. Each Party's aggregate liability in connection with this Agreement shall not exceed the total Fees paid by the Client to Contoso in the twelve (12) months preceding the event giving rise to the liability, except in cases of gross negligence or willful misconduct.

10. Dispute Resolution

(a) Informal Resolution. The Parties agree to attempt to resolve any disputes arising out of or relating to this Agreement amicably through good faith negotiations.

(b) Mediation/Arbitration. If the dispute cannot be settled informally, either Party may request mediation, or, if mediation fails, submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association (or another mutually agreed-upon arbitration body).

(c) Jurisdiction. Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in a court of competent jurisdiction.

11. Insurance

Contoso agrees to maintain appropriate professional liability insurance covering its performance of Services under this Agreement. Proof of such insurance shall be provided to the Client upon request.

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12. Miscellaneous

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State/Province of [Governing Law State/Province], without regard to conflicts of law principles.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings, written or oral.

(c) Amendments. No amendment or modification of this Agreement shall be effective unless it is made in writing and signed by authorized representatives of both Parties.

(d) Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(e) Notices. All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed delivered when received by the Party at the address provided herein, or at such other address as designated by written notice.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one agreement.

(g) Force Majeure. Neither Party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, or government regulation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

For Contoso Tax Company:

For [Client Name]:

Name: [Name]

Name: [Name]

Title: [Title]

Title: [Title]

Date: _____

Date: _____

End of Agreement

Note:

- Exhibit A – Scope and Description of Services
- Exhibit B – Fee Schedule and Payment Terms

This sample contract is intended as a starting point. Make sure to adapt each section to your business circumstances, local laws, and any additional agreements reached by the Parties.