

**AGREEMENT FOR REGISTRATION AND PAYMENT OF COLORADO STATE TAXES**  
**A000000**

This agreement [the "Agreement"] is entered into as of the \_\_\_\_ day of \_\_\_\_\_ [the "Effective Date"] between the State of Colorado [the "State"] and \_\_\_\_\_ Corporation [the "Company"].

Set out in Exhibit A, which exhibit is hereby incorporated into and made part of the Agreement, is a statement of facts made by the Company and warranted by the Company to be true. The Company has, in Exhibit A, fully disclosed all relevant and material facts and has done so in order to induce the State to accept this agreement. The Agreement is entered into by the State in reliance on Exhibit A. If any material facts set out in exhibit A are incorrect or if any material facts are omitted from Exhibit A, this agreement is voidable by the State and subject to renegotiation and the Company is considered to be in breach of the Agreement. Exhibit A is based upon the "Guide to Exhibit A", enclosed in the packet "Colorado Voluntary Disclosure Agreement Information Packet".

Set out in Exhibit B, which exhibit is hereby incorporated into and made part of the Agreement, is a list of taxes. The Company believes that it is under an obligation either to collect and remit or to pay on its own account the taxes which have been checked in Exhibit B [the "Required Taxes"]. Taxes not indicated with 'from' and 'to' dates are not covered by this agreement.

**TERMS**

**Duties of the Company**

- 1) The Company will, within 30 days of the Effective Date, complete and return all licenses and registrations and will pay all fees required by the Department of Revenue in order to do business in Colorado;
- 2) The Company will maintain these required licenses and registrations until they cease to do any business in Colorado;
- 3) The Company and/or its shareholders will, within 60 days of the Effective Date, remit any sales/use taxes, including state collected local, county and special district sales/use taxes, which the Company should have collected and/or remitted on its taxable sales or purchases taxable in Colorado that took place on or after \_\_\_\_\_;
- 4) The Company and/or its shareholders will, within 60 days of the Effective Date, remit any income tax on income that the Company earned on or after \_\_\_\_\_;
- 5) The Company will continue to collect and remit sales/use tax until they cease to do any business in Colorado and will pay income tax, if applicable, for the Company's and/or its shareholders current tax year and will continue to pay income tax until they cease to do any business in Colorado;
- 6) The Company will pay interest at statutory rates for all monies due under numbered paragraphs 1, 3 and 4;
- 7) The Company will pay a penalty of -- % of all monies due under numbered paragraphs 3 and 4;
- 8) The Company agrees to make all its books and records available to the State or its agent upon reasonable notice to verify the factual representations made by the Company in this Agreement or in any document referred to in this Agreement;

**Duties of the State**

- 9) So long as the Company is not in breach of this agreement, the State agrees not to assess any income and/or sales and/or use tax (as applicable) based on income earned or activities conducted by the Company and/or its shareholders prior to the Effective Date other than as set out in numbered paragraphs 1, 3, 4 and 5;
- 10) So long as the Company is not in breach of this agreement, the State agrees not to assess any penalty or interest based on income earned or activities conducted by the Company and/or its shareholders prior to the Effective Date other than as set out in numbered paragraphs 6 and 7;

**Miscellaneous**

- 11) **Jurisdiction and Choice of Law** - The Agreement is made under the laws of the State of Colorado and is to be interpreted under the laws of the State of Colorado; the Company agrees to submit to the jurisdiction of the State of Colorado with respect to any dispute arising under the Agreement;
- 12) **Confidentiality** - The making of the Agreement and its terms, including the identity of the Company, shall not be disclosed by the State to any other state or entity, except as required by law;
- 13) **Entire Agreement** - This Agreement, including Exhibits A and B, together with the "Colorado Voluntary Disclosure Agreement Information Packet", on which the Agreement is based, represent the entire agreement between the parties. No other agreements or representations exist other than as noted in the Agreement;.
- 14) **Amendments** - No provision of this Agreement shall be waived or modified except in writing signed by all the parties to this Agreement.

**Colorado Department of Revenue**

**Taxpayer**

By: \_\_\_\_\_

For: \_\_\_\_\_  
Company Name

Title: Program Administrator

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_