



Tax and Licensing
15151 E. Alameda Parkway, Ste. 5700
Aurora, Colorado 80012
303.739.7800

AGREEMENT FOR REGISTRATION AND PAYMENT OF CITY OF AURORA TAXES

This agreement [the "Agreement"] is entered into as of the ____ day of _____, 20__ [the "Effective Date"] between the City of Aurora, Colorado ["City"] and _____ ["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 City to accept this agreement. The Agreement is entered into by the City 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 City 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 "City of Aurora Voluntary Disclosure Agreement Information Packet". Exhibit A is a statement of facts only and the City is not bound by any of the terms stated therein. The City is only bound by those terms under Duties of the City on pages 1 and 2.

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 City in order to do business in the City;
2. The Company will maintain these required licenses and registrations until they cease to do any business in the City;
3. The Company will, within 60 days of the Effective Date, remit any sales/use taxes, which the Company should have collected and/or remitted on its taxable sales or purchases taxable in the City that took place on or after ---- ;
4. The Company will, within 60 days of the Effective Date, remit any occupational privilege taxes, which the Company should have collected and/or remitted on employees subject to the tax on or after ---- ;
5. The Company will continue to collect and remit all applicable taxes until they cease to do any business in the City;
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 City 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 City

9. So long as the Company is not in breach of this agreement, the City agrees not to assess any tax based on activities conducted by the Company 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 City agrees not to assess any penalty or interest based on activities conducted by the Company 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, Arapahoe County District Court 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 City to any other state or entity, except as required by law;
13. Entire Agreement - This Agreement, including Exhibits A and B, together with the "City of Aurora 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.

City of Aurora Colorado

By: _____

Title: Tax and Licensing Manager

Date: _____

Taxpayer

For: _____

Company Name

By: _____

Title: _____

Date: _____