



# Growth Management Group Incentive Analysis Agreement

AGENT	
NEXT APPT	

Company Name \_\_\_\_\_

Company Contact \_\_\_\_\_

Company Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Thank you for considering GMG Specialized Tax Solutions, LLC (hereinafter "GMG") to perform an Incentive Analysis for your company.

## **INCENTIVE ANALYSIS OVERVIEW**

GMG will perform the following in order to evaluate, analyze, and procure your eligible specialized tax incentives:

- Determine company qualification for specialized incentive programs
- Complete Introduction Call with company representative and GMG National Project Manager
- Collect documentation in order to determine company utilization of incentives
- Establish total fee to procure benefit(s)
- Finalize project and provide all necessary technical and financial documentation to company and CPA

## **SPECIFIC PROGRAMS**

GMG has access to a number of Incentive programs including Commercial Property Cost Segregation, Section 41 Research & Development Credits, Real & Personal Property Tax Mitigation, Energy EPAct 179D, as well as Hiring-based Incentives such as Work Opportunity Tax Credit (WOTC), Federal HUD Zone Credits, and State Location Based Credits.

## **FEE SCHEDULE**

GMG agrees to complete their Incentive Analysis at **no cost**. If Analysis demonstrates sufficient benefit to the Client, GMG procurement fees will be charged on a per project or hourly basis in accordance with Circular 230. Procurement fees not to exceed ten (**10**) percent for Cost Segregation, thirty-five (**35**) percent for Research & Development Credits, fifteen (**15**) percent plus access fee for Hiring-based Incentives, and fifty (**50**) percent for Property Tax Mitigation.

## **AGREED TO & ACCEPTED**

Company agrees to and accepts the terms and conditions outlined herein in addition to specific program and/or service terms found online at [www.gmg-savings.com/terms](http://www.gmg-savings.com/terms).

Client Signature

Title

Date

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## GMG SPECIALIZED TAX SOLUTIONS, LLC TERMS AND CONDITIONS

- A. Services: GMG shall perform the "Service(s)" described in the Agreement. No warranty, express or implied, is made or intended by this Agreement or by GMGs oral or written reports. GMGs approach, recommendations, and associated cost estimates, if any, are based on industry practices and averages. All client-supplied information, which is provided to GMG by the Client, owners or third parties, is assumed by GMG to be correct and complete. Professional opinions are rendered with respect to observations made and data obtained at the time of Services.
- B. Billings, Payment and Credit: The Client shall pay GMG for the Services performed in accordance with the fees set forth in the Agreement. Invoices shall be submitted in accordance with the Agreement and are payable in full upon receipt. If the Services are canceled or placed on hold at the request of the Client, GMG may invoice the Client for Services rendered or expenses (including travel and lodging expenses) incurred on or prior to the date of interruption. In addition, if the potential financial condition of the Client were to change due to lawsuit, bankruptcy, or other significant incidents, or if GMG were to become aware of such a change, during the time frame of performing the Services, GMG reserves the right to cancel or modify the payment terms of this contract. If GMG does not receive payment in full within thirty (30) calendar days from the date of the invoice, the account shall be deemed delinquent upon written notice to the client. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less). If a delinquency occurs, GMG may, at its option (and without relieving the Client from its payment obligation), revoke and disclaim the Client's right to rely on any documentation delivered pursuant to the Agreement, until payment in full is made. The Client shall be liable to GMG for all costs and expenses of collection, including reasonable attorneys and paralegal fees, and court costs. GMG non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude GMG from the future exercise of such rights or remedies. If a third party is accepting the Agreement as agent for the Client, such third party represents and warrants to GMG that it is duly authorized to bind the Client to the terms of the Agreement and guarantees payment for services.
- C. Reliance; Assignment: GMGs Service to defend: Other than Client, Client's CPA and any governmental entities, no other person or entity may rely on documentation delivered pursuant to the Agreement without the express written consent of GMG. Except as described above; the Client shall not assign the Agreement, any report or any related work product, without the prior written consent of GMG. Any unauthorized reuse or redistribution of GMG work product or reports shall be at the Client and recipient's sole risk, without liability to GMG. In the event of a challenge by a governmental agency of the report or opinions or conclusions stated therein, GMG shall, at no additional charge to client, provide services to client to defend the report and the opinions and conclusions stated therein, including but not limited to giving expert testimony in legal proceedings.
- D. Changes or Modifications in Scope of Agreement: Should the scope of the Agreement change, GMG will prepare a Change Order letter outlining the necessary changes and the modification of fees. GMG will not proceed with the modified scope without Client's prior approval. Fee increases resulting from Change Orders will be billed as noted in the attached Agreement letter and are due upon receipt.
- E. Right of Entry; Force Majeure: The Client shall arrange for the right of entry to the subject Property by GMG, its agents, employees, GMGs, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the Services within the agreed scope of work. GMGs ability to comply with the schedule for performance described in the Agreement is contingent upon timely site access. GMG shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of GMG, or events that could not have been reasonably foreseen and prevented.
- F. Documents: All reports, field notes, calculations, estimates and other documents, data or information prepared by or on behalf of GMG in connection with the performance of its Service (collectively, "Documents"), shall remain the sole property of GMG except that the reports produced as part of the Services shall become the property of the Client. All documents prepared by GMG for the Client with respect to any property shall be used solely for the intended purposes described in the Agreement, and solely with respect to the Property. Unless otherwise agreed, GMG shall retain all Documents for five (5) years following submission of GMG final deliverable to the Client. Documents shall be made available to the Client upon written request and upon reasonable notice, and GMG shall furnish copies to the Client upon payment to GMG by the Client of the cost of reproduction and related expenses. In its sole discretion and without prior notice to the Client. Client is responsible for retaining original documents as may be necessary to justify reported revenues, expense, etc.
- G. Client Representation: All Client-supplied information is to Client's best knowledge and belief, correct and complete. GMG will not audit or otherwise verify the information provided by Client or third parties. This Agreement cannot be relied upon to disclose errors and irregularities, including fraud or misappropriation of assets that may exist. However, GMG will inform Client of irregularities that come to its attention, unless they are inconsequential.
- H. Indemnification: Client agrees to and does hereby indemnify, save and hold harmless GMG, its officers, and directors, employees, agents, partners, successors and assigns from and against any and all claims, liabilities, injuries, damages, lawsuits, costs or expenses (including attorney's fees), of whatever kind and nature, arising out of or in connection with any false or materially inaccurate representations or documents provided by Client or its officers, directors, employees or agents, except if the information was given by client in good faith. In no event will client be responsible for cost or expenses incurred by GMG in defending its reports, opinions and conclusions. GMG will use its best judgment in applying tax, accounting, or other rules applicable to Services. In the event that there are conflicting, reasonable interpretations of the rules, GMG will advise Client and/or Client's CPA of potential strategies. Should Client elect strategies contrary to GMG recommendations that result in additional taxes, penalties, fines, interest or any other damages, GMG will assume no responsibility for such costs.
- I. Confidentiality: GMG shall not disclose information regarding the Agreement, the Services or any Documents, and any information provided by client except to the Client, third parties designated by the Client or as required by law. Provided, however, that in the event of a motion to quash or other contest by client regarding attempt by any third party to discover or compel the production of the information. GMG shall not disclose the information until ordered to do so by the appropriate court or tribunal with jurisdiction over the matter.
- J. Miscellaneous: GMG is an independent contractor of the Client, and not the Client's agent. In the event that a dispute arises at any time between GMG and Client that cannot be resolved through discussion, Client agrees to submit to binding arbitration under the commercial arbitration rules of the American Arbitration Association. Neither Client nor GMG may claim or receive any amount defined as punitive, exemplary, or consequential damages. The arbitrator shall award the winning party in the dispute its reasonable costs, expenses, and attorney fees. The decision of the arbitrator shall be binding on both GMG and Client. However, if a claim has been made or is anticipated to be made by a third party relating to these services, and that third party does not agree to arbitration, GMG or Client can elect not to arbitrate so that all claims maybe decided in one forum. GMG maximum liability from any disputed matter or legal action is limited or in the absence of GMG negligence or willful misconduct, to the fee that it received from this Agreement with Client plus interest computed at one and one half percent per month on the unpaid balance.
- K. Cancellation: In the event that you elect to cancel this Agreement prior to the completion of the Service, Client agrees to reimburse GMG at the rate of \$150 per hour plus expenses provided. The resulting fee shall not exceed that portion of the total fixed fee computed by dividing the number of hours expended by GMG by the total number of hours that would have been expended to complete the Agreement and multiplying the resulting quotient by the total fixed fee.
- L. Service Specific: Service specific terms may be found online at [www.gmg-savings.com/terms](http://www.gmg-savings.com/terms)