



SALES/USE TAX VOLUNTARY DISCLOSURE

In order to enter into a voluntary disclosure agreement, the City of Loveland requires that the Company provide certain information, representations, and warranties, as follows:

1. Comprehensively describe the Company's business, including what the business sells, the services it provides, the date the Company or its predecessor started conducting business in Loveland, any change of ownership, including change in the form of ownership and any other business facts that might have a bearing on tax liability.
2. An estimate of the City of Loveland tax liability for previous tax periods, explain the reason or the change in circumstances that has caused the Company to seek this agreement. Describe the nature of the contact of the Company with the City of Loveland which establishes that the company has met the definition of engaged in business.
3. A disclosure with respect to whether the Company has or has not collected City of Loveland sales/use tax and if so, where was it remitted;
4. A representation that the Company has not been previously contacted by the City of Loveland;
5. A representation that the failure to file is not the result of fraud or gross negligence on the part of the Company.

The standard terms for voluntary disclosure are as follows:

1. The Company must request an agreement for voluntary disclosure, which will include all the information in the above 5 steps. Forward this request to the Sales Tax Division for the City of Loveland. They can also be contacted at 970-962-2706. This request will be included as part of the final agreement, therefore, any material misstatements or omissions will make the agreement voidable by the City of Loveland;
2. The City of Loveland normally requires that the Company perform a self-audit, which would cover the past three years or the period of time that the Company was not in compliance with the City's sales/use tax code if that period was less than three years. The self-audit is subject to a City of Loveland Auditor's review;
3. Depending on the circumstances, the penalty may be waived upon written request; however interest will not be waived;
4. The Company will, within 30 days of the effective date of this agreement, complete and return all license applications and pay all fees required by the City of Loveland;
5. The Company will maintain all required licenses until they cease to do any business in the City of Loveland;
6. The Company will, within 60 days of the effective date of this agreement, remit any and all sales/use taxes including any related interest and penalty due;
7. The Company will continue to collect and remit sales/use tax until they cease to do any business in Loveland;
8. The Company agrees to make all financial records available to the City of Loveland, upon reasonable notice, to verify the factual representations made by the Company in this agreement or in any document referred to in this agreement;
9. So long as the Company is not in breach of this agreement, the City of Loveland agrees not to audit the period prior to the effective date.