

Tax Preparation Agreement

THIS TAX PREPARATION AGREEMENT ("Agreement"), made upon the date indicated, is between the Bristol Bay Economic Development Corporation, P. O. Box 1464, Dillingham, AK 99576 ("BBEDC"); _____, whose address is _____ ("Tax Preparer") and _____, whose address is _____ ("Client").

Recitals:

WHEREAS, BBEDC is an Alaska non-profit corporation organized by seventeen Bristol Bay communities for the purpose of preparing, submitting and implementing a Community Development Plan to benefit the BBEDC Communities and other communities in the Bristol Bay area;

WHEREAS, as a part of its commitment to provide local economic development services and other community support, BBEDC has decided to provide tax preparation services to residents of its 17 CDQ communities without charge to the residents;

WHEREAS, Tax Preparer is a qualified, experienced tax preparer that is knowledgeable about federal income taxes and ready, willing and able to provide tax preparation services to residents of BBEDC's 17 CDQ communities according to the terms and conditions of this Agreement;

WHEREAS, Client is a resident of one of BBEDC's 17 CDQ communities and has need for tax preparation services according to the terms and conditions of this Agreement.

Agreement:

NOW THEREFORE, the parties hereto agree as follows:

1. Services. Tax Preparer agrees to provide federal income tax preparation services to Client for Client's calendar year 2006 income taxes (the "Services"). Tax Preparer shall not provide any services under this Agreement related to taxes due for any other year, or for parties who do not reside in one of BBEDC's 17 CDQ communities. The Services must be provided during calendar year 2007. Except for brief or initial telephonic advice of a general nature, the Tax Preparer will only provide the Services in accordance with the Client's instructions.

2. BBEDC Contact and Agreement Implementation. This Agreement shall not be effective until approved by BBEDC. The coordination of Services shall be made through BBEDC's designated representative for Agreement implementation and interpretation. Please call 1-800-478-4370 or (907) 842-4370.

3. Payment for Services. BBEDC agrees to pay Tax Preparer for the Services to Client for Client's calendar year 2006 income taxes, with payment at Tax Preparer's normal, published rates, attached, with the total fee not to exceed \$150.00. BBEDC shall not pay Tax Preparer any additional sum, including travel or per diem expenses.

Tax Preparer shall render monthly billings, due at BBEDC within thirty (30) days of the month end in which the Services were provided, which billings shall be due and payable by BBEDC within 15 days of receipt.

Tax Preparer is solely responsible for his/her own business expenses relating to the Services including, by way of illustration and not by limitation, the cost of his/her office, telephone and communications expenses, and income and payroll related tax and expenses. To the extent any sales taxes or similar levy may be applicable to the Services, the payment herein stated shall be deemed inclusive of such tax(es). BBEDC will not provide benefits, bonuses, vacation, retirement plans, space or support of any kind in the furtherance of Tax Preparer's obligations under this Agreement.

4. Tax Preparer is an Independent Contractor. Tax Preparer is and is intended to be an independent contractor engaged in his own and entirely separate business, and Tax Preparer is not an employee of BBEDC. Except as otherwise specifically provided, BBEDC retains no control over Tax Preparer with respect to his/her business organization, affairs, staffing, and/or operations or in the manner, means, or method by which he/she conducts his/her

business or performs his/her obligations hereunder. Tax Preparer is not an agent of BBEDC and shall not otherwise have any right, power or authority to bind BBEDC, transact any business in the name of or on the behalf of BBEDC, or make any promises or representations on behalf of BBEDC, except as specifically directed by BBEDC. The Tax Preparer shall at all times represent himself/herself only as an independent contractor who has been engaged by BBEDC to provide the Services.

5. Client Acceptance of Services; Indemnity and Release. Client hereby accepts the Services as provided by Tax Preparer and confirms (1) that he/she shall not request or accept any services under this Agreement related to taxes due for any other year, and (2) that he/she resides in one of BBEDC's 17 CDQ communities as confirmed by the submittal of a completed BBEDC Residency Form.

In accepting the Services provided under this Agreement, Client agrees to indemnify, release, and hold BBEDC, its directors, officers, employees, contractors and agents, harmless from and against any disputes which might arise from transactions performed or contemplated by this Agreement, including but not limited to tax preparation errors, audits or penalties paid as a result of such services, or any other financial or personal loss or outcome, whether known, unknown, or even contemplated by the parties at the time of the execution of this Agreement, whether through the fault of BBEDC, the Tax Preparer or otherwise. This indemnity and release shall include costs and attorneys fees incurred by BBEDC in defending itself from any filed or threatened legal action related to this Agreement.

6. Client's Right to Legal Counsel. BBEDC and Tax Preparer are not providing legal services under this Agreement. BBEDC hereby advises the Client that he/she may retain legal counsel for the transactions contemplated herein. BBEDC and Client agree that legal counsel may not be necessary because the transactions contemplated in this Agreement are not complex. However, in the event of a complication, the Client is advised to obtain legal counsel.

7. Client Agreement to Provide Information. In order to facilitate BBEDC's reporting of the success of its tax preparation program for calendar year 2006, BBEDC must obtain information about services provided to parties under the program, as well as the household information for persons receiving such services, but not information about income or taxes paid. By accepting the services under this Agreement, the Client agrees to the release to BBEDC by the Tax Preparer of information related to the Services for program analysis. This information will be treated as confidential. The client's name or other information will not be released, except to the tax preparer during the course of providing services under this agreement, without the client's specific permission.

8. Miscellaneous Provisions. This is the entire agreement between the parties. Time is of the essence in this Agreement, which shall be governed by the laws of the State of Alaska. This Agreement may not be modified except by a written amendment signed by the parties nor assigned without the express written consent of the parties. Signature by counterparts or facsimile is acceptable, with original documents to follow by mail. This Agreement binds and inures to the benefit of the parties' respective heirs, representatives and assigns.

ACCEPTED AND AGREED at Dillingham, Alaska on the day written below.

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| BRISTOL BAY ECONOMIC DEVELOPMENT CORP. |
| _____ |
| By: Helen Smeaton, Chief Administrative Officer |
| Date: _____ |

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|-------------------------|
| TAX PREPARER |
| Business Name: _____ |
| By (Printed Name) _____ |
| Signature: _____ |
| Date: _____ |

| |
|---------------------|
| CLIENT |
| Printed Name: _____ |
| Signature: _____ |
| Date: _____ |