



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

Voluntary Disclosure Agreement Number:

,

Voluntary Disclosure Period: through

THIS AGREEMENT is by and between the State of Washington, Department of Revenue (the “Department”) and the above-referenced Taxpayer (the “Taxpayer”).

Recitals

The Taxpayer *insert detailed description of nexus, business activities, etc.*

Agreement

1. The Taxpayer specifically acknowledges that the Department’s assent to this agreement is based on the Taxpayer’s representation that it has not:
 - a) previously registered with the Department, nor
 - b) been contacted by the Department regarding its registration or reporting requirements prior to its voluntary disclosure application, nor
 - c) wilfully attempted to evade or misrepresent its tax liability.
2. The Taxpayer shall register with the Department to file Washington Combined Excise Tax Returns no later than *60 days from application date*. The Taxpayer will complete a Business License Application online at www.bls.dor.wa.gov or send a completed Business License Application with the appropriate processing fee to the address listed at the bottom of this page.
3. Beginning with the date of registration, the Taxpayer will endeavor in good faith to comply with all provisions of the Revised Code of Washington (RCW).
4. The Department will waive the Taxpayer’s tax liability for business and occupation taxes, retail sales and use taxes, and any other applicable taxes for transactions prior to *beginning voluntary disclosure period*, as provided in Washington Administrative Code (WAC) 458-20-230. This paragraph does not apply to retail sales and use taxes which were collected and not remitted to the Department.

Voluntary Disclosure Agreement XXXX-XXX

5. The Taxpayer shall, no later than *60 days from application date*, provide to the Department a detailed spreadsheet of gross income for the period of *beginning voluntary disclosure period* through *ending voluntary disclosure period*. This spreadsheet must include a breakdown of Washington income that is subject to business and occupation taxes, retail sales and use taxes, and any other applicable taxes broken down by tax year, quarter, and location. This includes all taxes administered by the Department. If additional time is needed, the Taxpayer must submit a written request for an extension prior to the due date. The Department shall have the sole discretion to grant or deny an extension.
6. Upon the Department's request, the Taxpayer must provide applicable exemption certificates or other appropriate evidence to support any deductions, exemptions, or credits that are claimed.
7. The following penalties will be waived for the voluntary disclosure period in accordance with RCW 82.32.090, RCW 82.32.100 and WAC 458-20-228:
 - a) 5 percent unregistered penalty
 - b) 5 percent assessment penalty for substantially underpaid tax
 - c) 29 percent late payment penalty (provided retail sales or use taxes were not collected by the Taxpayer).*

*If retail sales or use taxes were collected and not remitted by the Taxpayer, the Department considers the funds to be held in trust and the statute of limitations will not apply. The 29 percent late payment penalty will be applied only to the retail sales or use taxes collected; however, such penalty will not be applied to any other taxes assessed.

8. Interest will be assessed on all tax amounts due.
9. The Department will calculate the tax, interest, and, if applicable, any penalty owing for the voluntary disclosure period, and notify the Taxpayer of the total amount due in a tax assessment. The Taxpayer can make payment at any time to stop the accrual of interest.
10. The Taxpayer must pay the assessment by the invoice due date, or additional penalties may be imposed.
11. The Taxpayer will begin filing Washington's Combined Excise Tax Returns in accordance with the written reporting instructions, if any, provided with the tax assessment, beginning with the *quarter following ending voluntary disclosure period* return which is due on or before *quarterly return due date*.
12. The Department will maintain the confidentiality of this agreement as provided for in RCW 82.32.330.
13. If the Taxpayer materially violates any provision of this agreement or if the facts provided by the Taxpayer are materially different from the facts subsequently established by the Department, this agreement is null and void and the Department may take any steps necessary to ensure the Taxpayer's compliance with the Revised Code of Washington.

