

**VOLUNTARY DISCLOSURE AGREEMENT  
BETWEEN  
THE CITY OF CHICAGO  
AND  
XXXXXXXXXX**

**IRIS ACCOUNT # \_**

This Voluntary Disclosure Agreement ("Agreement") is made and entered into effective as of \_\_, by and between the City of Chicago (the "City") and \_\_\_\_\_(the "Taxpayer"), located at \_\_\_\_\_

**RECITALS**

**WHEREAS**, the Taxpayer, upon learning of its mistake or oversight, is voluntarily notifying the Chicago Department of Finance (the "Department") of its liability under the \_\_\_\_\_ **tax**, chapter \_\_ of the Municipal Code of Chicago; and

**WHEREAS**, the Taxpayer warrants that it is not the subject of any audit or other investigation by the Department; and

**WHEREAS**, the Taxpayer warrants that its liability for the \_\_\_\_\_ **tax** being disclosed in this Agreement is not the subject of any audit or other investigation by the Department including any audit or other investigation by the Department involving a person or entity which was involved with the Taxpayer in a bulk sale of assets (as defined in section 3-4-140 of the Municipal Code of Chicago); and

**WHEREAS**, the City and the Department are administratively inconvenienced by the Taxpayer's voluntary disclosure of its liability for the \_\_\_\_\_ tax; and

**WHEREAS**, the City stands to derive substantial revenue that otherwise might not have been collected without the Taxpayer's voluntary disclosure; and

**WHEREAS**, on \_\_\_\_\_ the Taxpayer tendered a payment of \_\_\_\_\_ in anticipation of

settling its liability for the \_\_\_\_\_ tax.

**NOW, THEREFORE**, the City and the Taxpayer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein and made an express part of this Agreement.

2. The Taxpayer has determined that the amount of its tax liability for the \_\_\_\_\_ **tax** for the periods \_\_\_\_\_ through \_\_\_\_\_ inclusively (the \_\_\_\_\_ **tax** Self-assessment Periods”) is \$ \_\_\_\_\_ (its "Tax Liability").

3. The Department agrees not to assess Taxpayer for any possible \_\_\_\_\_ which may have accrued prior to the \_\_\_\_\_ **tax** Self-assessment Periods; provided, however, that no term of this Agreement is breached and that no material misrepresentation was made to the Department by Taxpayer with respect to its Tax Liability to induce the Department to enter into this Agreement.

4. The Taxpayer has paid or shall pay to the City for the \_\_\_\_\_ **tax** Self-assessment Periods the amount of its Tax Liability, plus interest thereon accrued at the rate of 6% simple interest computed daily. Such interest (it's "Interest Liability") totals \$ \_\_\_\_\_ for the \_\_\_\_\_ **tax**, as of \_\_\_\_\_.

5. Except as otherwise provided herein, all interest and penalties otherwise attributable to the Taxpayer's Tax Liability shall be waived by the City.

6. As the Taxpayer has made payments that equal its Tax Liability and its Interest Liability, no further payments are required from the Taxpayer.

7. The Taxpayer's determination of its Tax Liability, including the methodology used by the Taxpayer, and its Interest Liability has been documented in a form that has been reviewed by the Department. All submissions to the Department by the Taxpayer in accordance with this

paragraph 7 shall be deemed by the parties to form a part of this Agreement.

8. No provision of this Agreement shall preclude the Department from conducting an audit or other investigation of the Taxpayer, within the appropriate statutory period, with respect to the Taxpayer's Tax Liability.

9. If the Taxpayer violates any of the provisions of this Agreement, or if pursuant to an audit or other investigation, the Taxpayer's actual     tax liability for the     tax Self-assessment Periods exceeds the amount determined under paragraph 2 by ten percent (10%) or more, then neither paragraph 3 nor paragraph 5 shall apply to Taxpayer, and Taxpayer shall be liable to the City in the amount of Taxpayer's actual     tax liability plus interest and penalties thereon. If the Taxpayer's actual tax liability exceeds the amount determined under Paragraph 2 by less than ten percent (10%), then Taxpayer shall be liable to the City in the amount of such difference, plus interest and penalties thereon.

10. Taxpayer hereby waives its right to an administrative hearing before the Department of Administrative Hearings, its right to claim a credit or refund from the Department, and its right to file or join any lawsuit, with respect to payment of the amounts determined under paragraphs 2 and 4.

11. Either prior to or concurrent with the signing of this Agreement, Taxpayer shall submit a completed Tax Registration Form which registers the Taxpayer with the Department to collect and/or pay all applicable Chicago taxes for which it is liable.

12. Except as may be required by law, this Agreement shall be kept confidential and its terms shall not be disclosed to anyone not in the employ of, or engaged to represent, Taxpayer or the Department, without the prior written approval of the other.

13. This Agreement shall be effective upon execution by the parties and, thereafter, shall

be binding upon the City, the Taxpayer and the Taxpayer's successors and assigns.

14. The persons signing this Agreement certify and warrant that they have the power to enter into and execute this Agreement.

15. This Agreement may be executed in one or more counterparts each of which shall be considered an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the day and year first above written.

**TAXPAYER**

**CITY OF CHICAGO**

XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

**DEPARTMENT OF FINANCE**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Print Name)

**DEPARTMENT OF LAW**

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_

