

**FORM OF
VOLUNTARY DISCLOSURE AGREEMENT**

This Voluntary Disclosure Agreement (this “Agreement”) dated as of _____, is made and entered into by and between the City and County of San Francisco, Office of the Treasurer and Tax Collector (the “Tax Collector”) and _____, on behalf of itself, each member of its combined group engaging in business within the City, as defined in Sections 956.3 and 6.2-12 of the San Francisco Business and Tax Regulations Code (“BTRC”), as of the date of this Agreement (the “Current Combined Group”) and each member of its combined group engaging in business within the City during the applicable Lookback Periods under paragraph 2 of this agreement (the “Historic Combined Group”), as those members of the Current Combined Group and the Historic Combined Group are listed in Exhibit B attached hereto (collectively “Taxpayer”).

RECITALS

WHEREAS, the Tax Collector has the duty under BTRC Section 6.3-1 to collect and receive the taxes imposed by the BTRC, and the authority to waive certain taxes, penalties, and/or interest in connection with a voluntary disclosure program described in BTRC Section 6.14-1;

WHEREAS, Taxpayer does not have a business registration certificate issued under BTRC Article 12, has not previously filed returns for any of the taxes subject to the administrative provisions of BTRC Article 6, and has not previously been contacted by the Tax Collector regarding any of the foregoing taxes;

WHEREAS, Taxpayer concedes that it has engaged in business within the City under BTRC Section 6.2-12, which has created a liability of Taxpayer for the following tax years/periods and taxes (collectively “Taxes”):

Tax Type

Tax Years/Periods

_____	_____
_____	_____
_____	_____
_____	_____

WHEREAS, Taxpayer attests to the facts as described in the application to the Tax Collector dated _____, 2025, which is attached hereto as Exhibit A; and

WHEREAS, Taxpayer wishes to voluntarily come forward and become compliant with respect to its obligations for Taxes to the City:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged by each party to this Agreement, Taxpayer and the City agree as follows:

1. **Business Registration.** Within 30 days of the effective date of this Agreement, Taxpayer will apply for a business registration certificate for each member of its Current Combined Group that is engaging in business within the City under BTRC Section 6.2-12, and will comply with the requirements set forth in BTRC Articles 6 and 12, including paying all business registration fees for the _____ Registration Years.

2. **Tax Returns and Payment.** Within 30 days of the effective date of this Agreement, Taxpayer will file returns with the Tax Collector reporting its Taxes for the following tax year(s) or period(s) applicable to each tax type (the "Lookback Periods") and pay in full the liability for the Taxes shown on the above returns, plus interest calculated under BTRC Sections 6.17-1 and 6.17-1.1, as applicable.

Tax Type

Lookback Periods

_____	Beginning _____, 20__ and Ending _____, 20__
_____	Beginning _____, 20__ and Ending _____, 20__

Edited 4/11/2025

_____ Beginning _____, 20__ and Ending _____, 20__

3. **City's Waiver of Tax Liabilities.** Upon Taxpayer's satisfaction of its obligations under paragraphs 1 and 2 of this Agreement, the City will waive all penalties relating to the Taxes disclosed and paid for the Lookback Period(s) applicable to each tax type under paragraph 2, and will waive Taxes and related penalties and interest for all tax years and/or tax periods prior to the applicable Lookback Period(s).

4. **Taxpayer's Waiver of Claims.** Taxpayer agrees to forgo the right to claim a refund (whether by return of payment, credit, offset, carryforward, or otherwise) of any of the Taxes and related interest paid under paragraph 2. In doing so, Taxpayer acknowledges that this Agreement, including the waiver under this paragraph 4, are made with the advice of counsel and with full knowledge and understanding of the consequences and effects of such waiver.

5. **California Civil Code Section 1542.** Taxpayer certifies that it has read Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Taxpayer hereby waives application of Section 1542 of the Civil Code. Taxpayer understands and acknowledges that, as a consequence of this waiver of Section 1542, even if Taxpayer should eventually suffer additional or further loss, damages, or injury arising out of or in any way related to Taxpayer's liability for TAXES for the Lookback Periods or any related penalties, interest, and fees, Taxpayer will not be permitted to make any further claims against the City and County of San Francisco to recover for such loss, damages, or injury. Taxpayer acknowledges that it intends these consequences even as to claims for refunds of additional TAXES for the Lookback Periods,

Edited 4/11/2025

and related penalties, interest, and fees, that may exist as of the date of this Agreement but which Taxpayer does not know exist, and which, if known, would materially affect Taxpayer's decision to execute this Agreement, regardless of whether Taxpayer's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. **City's Right to Audit.** No provision of this Agreement shall preclude the Tax Collector, within the appropriate statute of limitations and subject to applicable laws, from conducting an audit or other investigation of Taxpayer with respect to Taxpayer's liability for Taxes for the applicable Lookback Periods, or from issuing a deficiency determination to Taxpayer increasing Taxpayer's liability for Taxes for the applicable Lookback Periods and assessing related penalties and interest. No provision of this Agreement shall preclude Taxpayer from exercising its rights under BTRC Article 6 to challenge any additional Taxes, penalties, or interest assessed by the Tax Collector under this paragraph 6.

7. **Confidentiality.** Taxpayer agrees that, notwithstanding BTRC Section 6.22-1 or any other provision of law that would limit public disclosure, the City may make public the aggregate amount of taxes and interest collected under a voluntary disclosure program described in BTRC Section 6.14-1 and taxes, penalties, and interest waived under such program, of all persons and combined groups, regardless of the number of persons or combined groups that participate in such program.

8. **Misrepresentation.** If Taxpayer materially breaches any provision of this Agreement, including failure to comply with the provisions herein, or if the facts as represented herein are materially different from the facts subsequently established by the Tax Collector, this Agreement shall be null and void and the Tax Collector may take any steps necessary to ensure the Taxpayer's full compliance with all applicable provisions of the BTRC.

9. **Effective Date.** This Agreement shall be effective as of the date first indicated above and, after, shall be binding upon the Tax Collector, Taxpayer, and Taxpayer's permitted successors and assigns.

10. **Assignment; Third-Party Beneficiaries.** Taxpayer shall not assign its rights or obligations under this Agreement without the prior written consent of the Tax Collector, which the Tax Collector may give or withhold in its sole discretion. This Agreement is made and entered into for the sole protection and benefit of the parties to this Agreement and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

11. **Effect of Termination.** Taxpayer's waiver of claims in paragraph 4 shall survive any termination of this Agreement.

12. **Modification.** Neither this Agreement nor any provision of this Agreement can be modified in any way, except by agreement in writing signed by each of the parties hereto, consenting to such modification.

13. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

14. **Power to Execute.** To be valid, this Agreement must be signed by the person authorized to act on behalf of Taxpayer, including each member of the Current Combined Group and the Historic Combined Group. The person signing this Agreement on behalf of Taxpayer, including each member of the Current Combined Group and Historic Combined Group, certifies, represents, warrants, and covenants to the City that they have the full power and authority to execute, deliver, and perform Taxpayer's obligations under this Agreement and that execution, delivery, and performance has been duly authorized by all requisite action on Taxpayer's part. This Agreement,

including without limitation, Taxpayer's waiver of claims in paragraph 4, is a legal, valid, binding, and enforceable obligation of Taxpayer.

15. **Binding on Combined Group.** Any person during the applicable Lookback Periods determined to be engaging in business within the City, as defined in BTRC Section 6.2-12, as a member of the Historic Combined Group after Taxpayer executes this Agreement shall be deemed to have executed this Agreement and shall be subject to its terms as if such member had executed this Agreement itself. Taxpayer hereby indemnifies the City for any refund of Taxes and related interest paid under paragraph 2 of this Agreement and all attorneys' fees and costs in enforcing this paragraph 15, based on any person requesting a refund in violation of this paragraph 15.

* * *

FORM OF AGREEMENT

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, the Tax Collector and Taxpayer have executed this Agreement effective as of the day and year first written above.

TAXPAYER

(Name of key filer or other combined group member authorized to act on behalf of group)

By: _____
(Signature)

Print Name: _____

Print Title: _____

CITY AND COUNTY OF SAN FRANCISCO

By: _____
(Signature)

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____
(Signature)

Print Name: _____

Print Title: _____

EXHIBIT A

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT