TID#:	
Date:	10/03/2013

NEVADA DEPARTMENT OF TAXATION

OFFER IN COMPROMISE

Dept. Rcvd Stamp

SECTION 1 YOUR CONTACT INFORMATION

First Name, Middle Initial, Last Name:	
	Contact Phone:
If a Joint Offer, Spouse's First Name, Middle Initial, Last Name:	
Physical Home Address *(Street, City, State, and ZIP Code):*	
Mailing Address *(if different from above or Post Office Box number):*	
Business Name / DBA:	
Business Address:	
Taxpayer Identification Number (TID):	Secondary TID *(if any)*
Federal Identification Number (FID):	Secondary FID *(if any)*

SECTION 2 TAX AND PERIODS

In the following agreement, the pronoun "we" may be assumed in place of "I" when there are joint liabilities and both parties are signing this agreement.

I submit this offer to compromise the tax liabilities plus any interest, penalties, additions to tax, and additional amounts required by law for the tax type and period(s) marked below:

Sales and/ or Use Tax:
Modified Business Tax:
Live Entertainment Tax:
Short Term Lessor/ Governmental Service Tax:
Other Tobacco Products Tax:
Net Proceeds of Minerals:
Other Excise Tax [specify type(s) and period(s)]:

Note: If you need more space, use an attachment sheet. Make sure to sign and date the attachment

SECTION 3 REASON FOR OFFER - *(Check appropriate box)*

☐ **Doubt as to Collectability** –

(a) The assets and income of the taxpayer are less than the full amount of the liability of the taxpayer either paid in a single installment or pursuant to a reasonable installment payment plan; and

(b) The taxpayer will not have, in the foreseeable future, the money, assets or means to pay the liability of the taxpayer, after the taxpayer has paid for the basic living expenses of the taxpayer, considering the guidelines adopted by the Internal Revenue Service relating to national and local standards for living expenses.

☐ **Doubt as to Liability –**

(a) The amount or existence of the liability of the taxpayer is dependent upon the outcome of a good faith dispute over the relevant facts or applicable law; and

(b) The amount of the liability of the taxpayer:

(1) Has become due to the State, as determined by the date upon which the taxpayer is required to pay a tax, contribution, premium, fee, interest or penalty to the State pursuant to any provision of NRS; and

(2) Has not been reviewed by the Commission, if applicable.

☐ **Consideration of Equity and Fairness** –

(a) The medical condition of the taxpayer or the medical condition of the spouse, parent, sibling or child of the taxpayer to whom the taxpayer provides full-time medical care or living assistance was such that the taxpayer was unable to manage the financial affairs of the taxpayer during the period in which the liability of the taxpayer was incurred;

(b) The taxpayer incurred the liability, in whole or in part, as a result of the misconduct of an employee of the taxpayer of which the taxpayer was unaware;

(c) Notwithstanding the conduct which gives rise to the liability of the taxpayer for which a compromise is sought, the taxpayer and any business entities managed, operated or controlled by the taxpayer have a history of compliance with all applicable filing and payment requirements; or

(d) The taxpayer was the victim of a crime, natural disaster or other unforeseeable occurrence that significantly impacted the ability of the taxpayer to:

(1) Pay the financial obligations of the taxpayer as such obligations came due in the ordinary course of business; or

(2) Challenge or petition for review in a timely manner the determination of the liability of the taxpayer when the liability was initially assessed by the Department.

Explanation of Circumstances:

An offer to compromise the liability of a person submitted must include:

(a) A statement of the grounds upon which the compromise is sought and any other information to support the offer;

(b) Copies of such financial information and documentation as may be required by the Department, including, without limitation, financial statements, bank records, accounting ledgers and a statement or explanation of any assets that may be acquired by the person pursuant to the resolution of a pending claim, cause of action, settlement or insurance disbursement, inheritance or an unsatisfied judgment or court order;

(c) An affirmation, signed under penalty of perjury, attesting to the truthfulness and accuracy of all information and documentation submitted with the offer to compromise; and

(d) A written statement signed by the person consenting to suspend any and all statutory periods of limitation relevant to the collection of the liability of the taxpayer or the seizure, attachment, garnishment or execution upon property or assets of the taxpayer to satisfy the liability of the taxpayer during the period in which the Commission considers whether to accept or reject the offer of compromise.

(Attach additional pages if required)

SECTION 4 PAYMENT TERMS

Enter the amount of your offer: $ It cannot be Zero. Indicate how long it will take you to pay your offer in full by checking one of the payment options below.

Payment Option 1 ☐ **Check here if you will pay your offer in five or fewer payments:**

Amount of payment 1 $	date
Amount of payment 2 $	date
Amount of payment 3 $	date
Amount of payment 4 $	date
Amount of payment 5 $	date

Payment Option 2 ☐ **Check here if you will pay your offer in full in more than five months and pay in monthly installments.** Enclose a check for one month's installment:

$_____ is being submitted with this form; and

$ _____ On the (day) of each month thereafter for a total of months.
Total payments must equal the total Offer Amount.

SECTION 5 SOURCE OF FUNDS

Tell us where you will obtain the funds to pay your offer. You may consider taking out a loan, selling assets or borrowing from friends and/or family:

SECTION 6 OFFER IN COMPROMISE TERMS

By submitting this offer, I/we have read, understand and agree to the following terms and conditions: Terms, Conditions, and Legal Agreement.

a) I request that the Nevada Tax Commission accept the offer amount listed in this offer application as payment of my outstanding tax debt (including interest, penalties, and any additional amounts required by law) as of the date listed on this form. I authorize the Department of Taxation to amend Section 2 on page 1 in the event I failed to list any of my assessed tax debt.

Pending status of an offer.

b) Once an authorized Department of Taxation official signs this form, my offer is considered pending as of that signature date and it remains pending until the Commission accepts, rejects, returns, or terminates my offer or I withdraw my offer. An offer will be considered withdrawn when the Department receives my written notification of withdrawal by personal delivery or certified mail or when I inform the Department of Taxation of my withdrawal by other means and the Department acknowledges in writing my intent to withdraw the offer.

I must comply with my future tax obligations and understand I remain liable for the full amount of my tax debt until all terms and conditions of this offer have been met.

c) I will file tax returns and pay required taxes for the five year period beginning with the date of acceptance of this offer, or until my offer is paid in full, whichever is longer. If this is an offer being submitted for joint tax debt, and one of us does not comply with future obligations, only the non-compliant taxpayer will be in default of this agreement.

d) The Department will not remove the original amount of my tax debt from its records until I have met all the terms and conditions of this offer. Penalty and interest will continue to accrue until all payment terms of the offer have been met. If I file for bankruptcy before the terms are fully met, any claim the Department files in the bankruptcy proceedings will be a tax claim.

e) Once the Commission accepts my offer in writing, I have no right to contest, in court or otherwise, the amount of the tax debt.

I understand what will happen if I fail to meet the terms of my offer (e.g., default).

f) If I fail to meet any of the terms of this offer, the Department of Taxation may levy or sue me to collect any amount ranging from the unpaid balance of the offer to the original amount of the tax debt without further notice of any kind. The Department of Taxation will continue to add interest, pursuant to NRS 360.419, on the amount the Department is due after default. The Department will add interest from the date I default until I completely satisfy the amount owed.

I agree to waive time limits provided by law.

g) A written statement must be provided signed by the person consenting to suspend any and all statutory periods of limitation relevant to the collection of the liability of the taxpayer or the seizure, attachment, garnishment or execution upon property or assets of the taxpayer to satisfy the liability of the taxpayer during the period in which the Commission considers whether to accept or reject the Offer of Compromise.

I understand the Department may file a Notice of Tax Lien on my property.

h) The Department may file a Notice of Tax Lien during the offer investigation. Generally, the Department files a Notice of Tax Lien to protect the Government's interest on offers that will be paid over time. This tax lien will be released when the payment terms of the accepted offer have been satisfied.

I authorize the Department to contact relevant third parties in order to process my offer.

i) By authorizing the Department to contact third parties including credit bureaus, I understand that I will not be notified of which third parties the Department contacts as part of the offer application process.

I am submitting an offer as an individual for a joint liability.

j) I understand if the liability sought to be compromised is the joint and individual liability of me and my co-obligor(s) and I am submitting this offer to compromise my individual liability only, then if this offer is accepted, it does not release or discharge my co-obligor(s) from liability. The Department of Taxation still reserves all rights of collection against a co-obligator(s).

SECTION 7 OFFER IN COMPROMISE WAIVER OF LIMITATION

The taxpayer shown above has requested an offer to compromise a liability pursuant to NRS 360.263, NAC 360.437, and NAC 360.438. Taxpayer hereby agrees to suspend any and all statutory periods of limitation relevant to the collection of the liability of the taxpayer or the seizure, attachment, garnishment or execution upon property or assets of the taxpayer to satisfy the liability of the taxpayer during the period in which the Nevada Tax Commission considers whether to accept or reject the Offer of Compromise.

SECTION 8 SIGNATURES

Under penalties of perjury, I declare that I have examined this offer, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Taxpayer	Date *(mm/dd/yyyy)* 10/03/2013
X	
Signature of Taxpayer	Date *(mm/dd/yyyy)*
X	

SECTION 9 THIRD PARTY DESIGNEE

Do you want to allow another person to discuss this offer with the Department of Taxation?
☐ Yes ☐ No
If yes, provide designee's name:
Telephone Number:

SECTION 10 DEPARTMENT OF TAXATION USE ONLY

I accept the waiver of the statutory period of limitations on assessment for the Department of Taxation:	
Print Name:	
Signature of Authorized Department Employee:	Official Title:
X	
Date *(mm/dd/yyyy)*:	