

INFORMATION SHARING AND ASSIGNMENT AGREEMENT FOR DISASTER RELIEF REFUND CLAIMS

This information-sharing agreement and assignment agreement is hereby entered into between the Department of Revenue and the following parties.

Legal Building Owner

Kentucky SU Tax Account # (if applicable) _____

Contact Person _____

Address _____

Telephone Number _____

E-mail Address _____

Vendor

Kentucky SU Tax Account # _____

Contact Person _____

Address _____

Telephone Number _____

E-mail Address _____

Contractor/Subcontractor (Purchaser)

Kentucky SU Tax Account # _____

Contact Person _____

Address _____

Telephone Number _____

E-mail Address _____

Purpose

The purpose of this agreement is to facilitate the payment of refunds allowed a legal owner of a building damaged or destroyed in a disaster area. According to the provisions of the applicable statutes, the owner may receive a refund of sales and use tax paid on the cost of building materials used to repair or replace the building.

In order for the sales and use tax refund request to be properly verified and ultimately paid, various tax and purchase information may be shared by and among the Department, the Legal Building Owner, Vendors, Contractors/Subcontractors (Purchaser) and other related parties. To ensure the accomplishment of this process without any violation of the taxpayer confidentiality laws (KRS 131.190; 131.081(15); 131.990), the Legal Building Owner and other parties listed above hereby enter into this information-sharing agreement pursuant to the above statutes.

Terms of Agreement

1. The Department of Revenue agrees to consider the Legal Building Owner's application for sales and use tax refund under the applicable statute and if it determines that the application is valid, to remit payment of the computed refund to the Legal Building Owner. The Legal Building Owner understands and agrees that the Department shall reduce the amount of refund so allowed by the amount of compensation paid the Vendor/Purchaser listed above, by any outstanding debts or liabilities owed to the Commonwealth or to any person for whom the Commonwealth has an obligation to collect debts or liabilities of the Legal Building Owner, and if applicable, by any reconciliation of the actual purchases applicable to the approved project.
2. The Legal Building Owner, Vendor, and Contractor/Subcontractor (Purchaser) listed above agree that the Department may disclose the status and final disposition of the Legal Building Owner's application for sales and use tax refund to the Vendor and Contractor/Subcontractor (Purchaser). The parties to this Agreement further agree that these disclosures by the Department shall not constitute a violation of the taxpayer confidentiality laws.
3. The Vendor or Contractor/Subcontractor (Purchaser) listed above agrees that it is the person who paid to the Department sales and use tax on purchases that are the subject of the Legal Building Owner's application for sales and use tax refund. The Vendor or Contractor/Subcontractor (Purchaser) listed above agrees to provide the Department with the records, documents and other information the Department needs to verify the Legal Building Owner's application for sales and use tax refund for approved materials. The Contractor/Subcontractor (Purchaser) agrees that the Department may disclose to the Legal Building Owner records, documents and other information furnished by the Contractor/Subcontractor (Purchaser) to the Department under this paragraph and that disclosure by the Department shall not constitute a violation of the taxpayer confidentiality laws. The Contractor/Subcontractor (Purchaser) further agrees that the Legal Building Owner is the proper party to receive the sales and use tax refunds for the approved materials, as defined by the applicable statutes.
4. The parties to this Agreement understand and agree that this Agreement shall relate only to the Legal Building Owner's application for sales and use tax refunds for approved materials under the program referenced on page one. The Vendor and Contractor/Subcontractor (Purchaser) remain responsible for timely protesting assessments or seeking refunds of sales and use taxes paid on other transactions that are not the subject of the Legal Building Owner's application.
5. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any legal proceeding for the enforcement of this Agreement or for the resolution of any dispute over its meaning or effect may be brought only in the Circuit Court of Franklin County, Kentucky. Any denial of a refund payment, in whole or in part, and any assessment or order to repay a refund or refund incentive shall be protested and appealed in accordance with KRS 131.110.
6. The persons signing this Agreement below represent and warrant that they are duly authorized to execute this agreement on behalf of the parties for whom they sign.

This Agreement shall be effective upon its execution below by all applicable parties.

Legal Building Owner

(Signature)

Date _____

Vendor

(Print name of authorized signatory for Vendor)

By _____
(Signature of authorized signatory for Vendor)

Title

Date _____

Contractor/Subcontractor (Purchaser)

(Print name of authorized signatory for Contractor/Subcontractor (Purchaser))

By _____
(Signature of authorized signatory for Contractor/Subcontractor (Purchaser))

Title

Date _____

Department of Revenue

(Print name of authorized signatory for Department of Revenue)

By _____
(Signature of authorized signatory for Department of Revenue)

Title

Date _____