

AGENCY AGREEMENT
AND
POWER OF ATTORNEY

WHEREAS, _____ (the "Organization") is a tax exempt entity for purposes of paying sales and use taxes under the provisions of the Texas Tax Code; and

WHEREAS, _____ ("Agent") is performing services for and on behalf of the Organization and in connection therewith will be purchasing goods and services that will be used by the Organization; and

WHEREAS, goods and services to be purchased by Agent on behalf of the Organization are exempt from limited sales, excise and use taxes, including without limitation, sales and use taxes imposed by state, municipal, special purpose, county and county health services authorities as well as those imposed by hospital districts and emergency services districts; and

WHEREAS, the Organization and Agent desire to create an agency relationship to allow Agent to purchase for and on behalf of the Organization goods and services that are exempt from sales and use tax because such goods and services are for the benefit of the Organization;

NOW, THEREFORE, for sufficient consideration received, the Organization hereby appoints Agent as its agent and attorney in fact to use the Organization's sales and use tax exempt status in purchases of goods and services for services and other projects being performed by Agent on behalf of the Organization. In connection therewith, Agent is authorized to represent and certify to the seller of goods and, or, services that the Organization is exempt from paying sales and use taxes under the provisions of the Texas Tax Code and that as a result thereof, such seller is not required to collect sales and use taxes. Agent is further authorized to execute any and all documents certifying that no sales or use taxes need to be collected since the Organization, as purchaser, is exempt from such taxes.

The Organization hereby agrees to indemnify and hold Agent harmless from any penalties, fines, taxes or other costs charged to or incurred by Agent in making representations that the Organization is exempt from sales and use taxes and by not paying such taxes in connection with the purchase of goods and services on behalf of the Organization.

The power of attorney herein granted to Agent by the Organization shall be automatically revoked upon the completion of all services and, or, projects being performed by Agent on behalf of the Organization. In addition, the Organization may revoke the power of attorney created hereby at any time by delivery of written notice thereof to Agent of such revocation. The Organization agrees and represents to those dealing with Agent that they may rely upon this agreement until they receive written notice that the power of attorney granted to Agent herein has been revoked by the Organization

By: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____