

BERKS COUNTY EARNED INCOME TAX COLLECTION BUREAU

Release –Taxpayer Requests for Confidential Tax Information

Background. The Berks County Tax Collection Committee doing business as the “Berks County Earned Income Tax Collection Bureau” is a government entity referred to herein as the “**Bureau**” that collects certain taxes imposed by school districts and municipalities. The taxes that the Bureau collects are referred to herein as “**Tax**.” The undersigned “**Taxpayer**” who has signed this Release is an adult individual for whom the Bureau has Tax information. The term “**Confidential Tax Information**” means any and all information about the Taxpayer the Bureau has in its possession.

Intending to be legally bound, the Taxpayer agrees as follows:

1. **Requests for Confidential Tax Information.** The Taxpayer acknowledges that he or she has requested access to and copies of Confidential Tax Information and that he or she may make similar requests in the future. Any and all such requests are made subject to this Release.

2. **Release.** The Taxpayer hereby irrevocably releases and forever discharges the Bureau and its Executive Committee members, officers, employees, and agents from any and all claims, costs, demands, damages, actions, and suits, in law or in equity, of whatsoever kind and nature, whether known or unknown, that in any way arise from or relate to: (a) disclosure of Confidential Tax Information by the Bureau to the Taxpayer; (b) disclosure of Confidential Tax Information by the Taxpayer to a third-party; (c) disclosure of Confidential Tax Information by a third-party to any other individual or entity.

3. **Indemnity.** The Taxpayer will indemnify and hold harmless the Bureau and its Executive Committee members, officers, employees, and agents from and against, and will pay to each of the foregoing the amount of, any loss, liability, claim, damage, or expense (including, but in no way limited to, costs of investigation and attorney fees) incurred, whether or not arising from a third-party claim, that arises from or in connection with: (a) disclosure of Confidential Tax Information by the Bureau to the Taxpayer; (b) disclosure of Confidential Tax Information by the Taxpayer to a third-party; (c) disclosure of Confidential Tax Information by a third-party to any other individual or entity. The Taxpayer agrees that all Bureau Executive Committee members, officers, employees, and agents entitled to indemnification from the Taxpayer under this Section are third-party beneficiaries with direct standing to enforce the Taxpayer's indemnification obligations under this Section.

4. **Dispute Resolution.** Any dispute in any way arising from or related to Confidential Tax Information will be: (a) resolved according to Pennsylvania law, without regard to choice or conflict of law principles; and (b) submitted to and resolved by the Berks County Court of Common Pleas in Reading, Pennsylvania. The Taxpayer hereby irrevocably waives any challenge he or she might otherwise have to the aforementioned Court's exercise of personal jurisdiction and venue over him or, as the case may be, her.

5. **General Provisions.** The following rules apply to this Release: (a) the Section of this Release entitled “Background” and all definitions provided in that Section are incorporated into the body of the Release as if fully set forth herein; (b) no alleged amendment to this Release or waiver of any rights or remedies under this Release will be binding on or enforceable against the Bureau unless such amendment or waiver is reduced to writing and executed by the Executive Director of the Bureau; (c) this Release is binding on the Taxpayer's heirs, legal representatives, and personal representatives and this Release benefits the Bureau's successors and assigns; (d) if any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Release will remain in full force and effect, and any provision of this Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable; (e) any signature returned on this Release by pdf file, similar electronic format, or facsimile and any photocopy of the Taxpayer's signature on this Release will be binding as if it were an original ink signature delivered on paper.

Taxpayer

Date: _____

(SEAL)

Signature

Print Name

Version for Mail, Fax, or Email Submission by Taxpayers
(Must be notarized and accompanied by a photocopy of the taxpayer's driver's license.)

State of _____

County of _____

On this, the _____ day of _____, 20____, before me the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Release, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Name of Officer