



Income Tax Closing Agreement

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|--|------------|----------------------------|---|-------------------|
| I. Taxpayer for which/whom agreement is sought | | | | |
| Last Name | First Name | Middle Initial | SSN or Colorado Account Number | |
| Address | | City | State | Zip |
| Taxpayer is (check one): <input type="checkbox"/> Individual | | Date of Death (MM/DD/YY) ? | <input type="checkbox"/> Estate <input type="checkbox"/> Trust <input type="checkbox"/> Corporation | |
| II. Person seeking agreement | | | | |
| Last Name | | First Name | | Middle Initial |
| Address | | City | State | Zip |
| Relationship to taxpayer | | | | |
| Reason for seeking agreement | | | | |
| III. Agreement | | | | |
| <p>Whereas there has been a determination of the Colorado income tax liability of said taxpayer or taxpayer's estate for the period _____</p> <p>in the principal sum of \$ _____</p> <p>and, Whereas, said fiduciary, officer or agent hereby agrees to this determination and consents to the assessment and collection of any deficiency in tax included in the amount of the principal tax liability so determined, together with any penalty or interest applicable thereto as provided by law, and/or to accept any abatement, credit, or refund made in accordance with such determination, together with any interest due thereon as provided by law;</p> <p>Now, this agreement witnesseth, that said fiduciary, officer or agent and said Executive Director of the Department of Revenue of the State of Colorado hereby mutually agree that the principal amount of such liability so determined shall be final and conclusive if and when this agreement is approved by said Executive Director of the Department of Revenue.</p> <p>In witness whereof, the above parties have subscribed their names to these presents.</p> | | | | |
| Fiduciary, Officer or Agent | | Signature | | Date (MM/DD/YY) ? |
| Executive Director, Department of Revenue | | Signature | | Date (MM/DD/YY) ? |
| <p>The Department of Revenue hereby acknowledges receipt of \$ _____ in accordance with this agreement in full satisfaction of the taxes for the taxable period to which the above agreement relates as provided in section 39-21-116, CRS 1973, except upon a showing of fraud, malfeasance, or misrepresentation of a material fact.</p> | | | | |
| Received by | | | | Date (MM/DD/YY) ? |

39-21-116. **Colorado Revised Statutes.** Closing agreements. (1) For the purpose of facilitating the settlement and distribution of estates, trusts, receiverships, or other fiduciary relationships, corporation, limited liability companies, and partnerships in the process of dissolution or which have been dissolved, the executive director of the department of revenue may agree with the fiduciary or surviving directors or limited liability company members or partnership members upon the amount of taxes due from the decedent, or from the decedent's estate, the trust, receivership, or other fiduciary relationship or corporation or limited liability company or partnership, for any of his or its taxable periods, under the provisions of the taxes covered by this article; and, except upon a showing of fraud, malfeasance, or misrepresentation of a material fact, payment in accordance with such agreement shall be full satisfaction of the taxes for the taxable periods to which the agreement relates. In addition, the executive director or any person authorized in writing by him may agree to enter into an agreement with any person, or the person or estate for whom he acts, relating to the liability of such person in respect of any tax within the provisions of this article for any prior taxable period. Any such agreement shall be final and conclusive; and, except upon a showing of fraud, malfeasance, or misrepresentation of a material fact, the case shall not be reopened as to matters agreed upon or the agreement modified by any officer, employee, or agent of this state; and, in any suit, action, or proceeding, such agreement, or any determination, assessment, collection, payment, abatement, refund, or credit made in accordance therewith, shall not be annulled, modified, set aside, or disregarded.

(2) Except as provided in subsection (4) of this section, any personal representative of a decedent or of the estate of a decedent, or any trustee, receiver, or other person acting in a fiduciary capacity, or any director or officer of a corporation or any member of a partnership or limited liability company in the process of dissolution or which has been dissolved who distributes the estate or fund in his control without having first paid any taxes covered by this article due from such decedent, decedent's estate, trust estate, fund, corporation, partnership, or limited liability company shall be personally liable to the extent of the property so distributed for any unpaid taxes of the decedent, decedent's estate, trust estate, receivership, corporation, partnership, or limited liability company covered by this article which may be assessed within the time limited by section 39-21-107.

(3) The distributee of a decedent's estate or of a trust estate or fund, the stockholder of any dissolved corporation, or the member of any dissolved partnership or limited liability company who receives any of the property of such decedent's estate, trust estate, fund, corporation, partnership, or limited liability company shall be liable, to the extent of the property so received, for any unpaid income tax of the decedent, decedent's estate, trust estate, fund, corporation, partnership, or limited liability company covered by this article which may be assessed within the time limited by section 39-21-107. Notice to such distributee, stockholder, partnership member, or limited liability company member shall be given in the same manner and within the time limit which would have been applicable had there been no distribution.

(4) (a) In case a tax covered by this article is due from a decedent, or from his estate, or from a corporation, limited liability company, or partnership, in order for personal liability under subsection (2) of this section to remain in effect, determination of the tax shall be made and notice and demand therefor shall issue within eighteen months after written request for such determination, filed after the filing of the decedent's final return or filed after the filing of the return of the decedent's estate with respect to which such request is applicable, by any personal representative of such decedent or by the corporation, limited liability company, or partnership, filed after the filing of its return; but a request under this provision shall not extend the period of limitation otherwise applicable.

(b) This subsection (4) shall not apply in the case of a corporation, limited liability company, or partnership unless:

(I) Such request notifies the executive director of the department of revenue that the corporation, limited liability company, or partnership contemplates dissolution at or before the expiration of such eighteen-month period;

(II) The dissolution is begun in good faith before the expiration of such eighteen-month period; and

(III) The dissolution is completed.

(c) Upon expiration of said eighteen-month period, without determination being made and notice and demand being issued, the personal representative of the decedent, the directors and officers of the corporation, or the members of the limited liability company or partnership no longer will be liable under the provisions of subsection (2) of this section.