

Presented by:
Presented:
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ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-36

An Ordinance Amending the Uniform Alaska Remote Sellers Sales Tax Code.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Chapter. Chapter 69.06 Uniform Alaska Remote Seller Sales Tax, is amended to read:

69.06.010 Interpretation.

- (a) In order to prevent evasion of the sales taxes and to aid in its administration, it is presumed that all sales and services by a person or entity engaging in business are subject to the sales tax.
- (b) The application of the tax to be collected under this chapter shall be broadly construed and shall favor inclusion rather than exclusion.
- (c) Exemptions from the tax to be collected under this chapter shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption in the member jurisdiction's code.
- (d) The scope of this chapter shall apply to remote sellers or marketplace facilitators, delivering products or services into member municipalities adopting this Code, within the State of Alaska.

69.06.020 Title to collected sales tax.

Upon collection by the remote seller or marketplace facilitator, title to collected sales tax vests in the commission for remittance to the member jurisdiction. The remote seller or marketplace facilitator remits collected sales tax to the commission on behalf of the taxing

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2 jurisdiction, from whom that power is delegated, in trust for the member jurisdiction and is
3 accountable to the commission and member jurisdiction.

4 **69.06.030 Collection; rate.**

- 5 (a) To the fullest extent permitted by law, the sales tax levied and assessed by the
6 member jurisdiction shall be collected on all remote sales where delivery is made
7 within the member jurisdiction, within the state of Alaska.
- 8 (b) The applicable tax shall be added to the sales price as provided in the member
9 jurisdiction's sales tax code, based on point of delivery, and based on the date the
10 property or product was sold or the date the service rendered was received.
- 11 ~~(c) The tax rate added to the sale price shall be the tax rate for the member
12 jurisdiction(s) where the property or product is sold or service that was rendered is
13 received, and based on the date the property or product was sold or the date the
14 service rendered was received.~~
- 15 ~~(d)(c)~~ (c) An address and tax rate database will be made available to remote sellers and
16 marketplace facilitators, indicating the appropriate tax rate to be applied.
- 17 ~~(e)(d)~~ (d) The tax assessed shall be consistent with relevant jurisdictional tax caps, single
18 unit sales, and exemptions.
- 19 ~~(f)(e)~~ (e) When a sale is made on an installment basis, the applicable sales tax shall be
20 collected at each payment, calculated at the sales tax rate in effect, and with the
21 cap applied, at the time of the original sale or the date the service is rendered,
22 based on the member jurisdictions' code(s).
- 23 ~~(g)(f)~~ (f) When a sales transaction involves placement of a single order with multiple
24 deliveries made at different points in time that are separately invoiced, the
25 applicable sales tax shall be collected on each separately invoiced delivery,
calculated at the sales tax rate in effect, and with the cap applied, at the time of the
original sale or the date the service is rendered.
- (g) The sales tax levied and assessed by the member jurisdiction may be included in
the sales price on taxable sales where buyer and seller convenience would be
substantially enhanced, provided the seller clearly communicates to the buyer that
sales tax is being imposed.

24 **69.06.040 Obligation to collect tax; threshold criteria.**

- 25 (a) Any remote seller or marketplace facilitator must collect and remit sales tax in
compliance with all applicable procedures and requirements of law, provided the
remote seller or marketplace facilitator has met ~~one of~~ the following threshold
criteria ("threshold criteria") in the current or previous calendar year:

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~~(1) The remote seller's statewide gross sales, including the seller's marketplace facilitator's statewide gross sales, from the sale(s) of property, products or services delivered into the state meets or exceeds \$100,000.00; or~~

~~(2) The remote seller, including the seller's marketplace facilitator, sold property, products, or services delivered into the state in 200 or more separate transactions.~~

(b) For purposes of determining whether the threshold criteria are met, remote sellers or marketplace facilitators shall include all gross sales, from all sales of goods, property, products, or services rendered within the state of Alaska.

(c) The following marketplace facilitators are excluded from the obligation to collect tax outlined in this section:

(1) Delivery network companies that deliver tangible personal property on behalf of a marketplace seller that is engaged in business in a member jurisdiction.

(2) Marketplaces facilitating the rental of transient lodging accommodations in hotels, commercial transient lodging facilities, homes, apartments, cabins, or other residential dwelling units, and

(3) Marketplaces that facilitate or perform travel agency services.

69.06.050 Reporting and remittance requirements for local and remote sales.

(a) Sellers with a physical presence in a member jurisdiction conducting only local sales shall report and remit to, and comply with standards of, including audit authority, the member jurisdiction.

(b) Sellers with a physical presence in a member jurisdiction that also have remote or internet-based sales where the point of delivery is in a different member jurisdiction shall:

(1) Report and remit the remote or internet sales to the commission; and

(2) Report and remit the local sales to the member jurisdiction.

(c) Sellers with a physical presence in a member jurisdiction that also have remote or internet-based sales where the point of delivery is in the same member jurisdiction shall report and remit those remote sales to the member jurisdiction.

(d) Sellers and marketplace facilitators that do not have a physical presence in a member jurisdiction must report and remit to the commission all remote sales

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2 where the point of delivery is in a member jurisdiction.

3 (e) A marketplace facilitator is considered the remote seller for each sale facilitated
4 through its marketplace and shall collect, report, and remit sales tax to the
5 commission. ~~A marketplace facilitator is not considered to be the remote seller for
6 each sale or rental of lodging facilitated through its marketplace, wherein the seller
7 is considered to have a physical presence in the member jurisdiction.~~

8 (f) The following marketplace facilitators shall report and remit to, and comply with
9 standards of, including audit authority, the member jurisdiction:

10 (1) Delivery network companies that deliver tangible personal property on behalf
11 of a marketplace seller that is engaged in business in a member jurisdiction,

12 (2) Marketplaces facilitating the rental of transient lodging accommodations in
13 hotels, commercial transient lodging facility, homes, apartments, cabins or
14 other residential dwelling units, and

15 (3) Marketplaces that facilitate or perform travel agency services.

16 **69.06.060 Bundled transactions.**

17 (a) If the sales price of a bundled transaction is attributable to products or services that
18 are taxable and products or services that are nontaxable, the portion of the sales
19 price attributable to the nontaxable products may be subject to tax unless the seller
20 can identify the nontaxable portion by reasonable and verifiable standards using its
21 books or records that are kept in the regular course of business for other purposes,
22 including, but not limited to, non-tax purposes.

23 (b) A bundled transaction as defined in CBJ 69.06.270 does not qualify for exemption
24 under a member jurisdiction's single item cap or single service cap exemption.

25 (1) A seller may separate the respective portions of a bundle for purposes of
applying a member jurisdiction's single item or single service tax cap to each
respective portion.

(2) The seller should identify the sales price attributed to each portion by
reasonable and verifiable standards using its books or records that are kept
in the regular course of business for other purposes, including, but not
limited to, non-tax purposes.

69.06.0760 No retroactive application.

The obligations to collect and remit sales tax required by this chapter are applicable at the effective date of the member jurisdiction's ordinance adopting the Alaska Remote Seller Sales Tax Code.

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3 **69.06.0870 Payment and collection.**

4 Pursuant to this chapter, taxes imposed shall be due and paid by the buyer to the remote
5 seller or marketplace facilitator at the time of the sale of property or product or date service is
6 rendered, or with respect to credit transactions, at the time of collection. It shall be the duty of
7 each remote seller or marketplace facilitator to collect the taxes from the buyer and to hold
8 those taxes in trust for the taxing authority of the member jurisdiction. Failure by the remote
9 seller or marketplace facilitator to collect the tax shall not affect the remote seller's, or
10 marketplace facilitator's, responsibility for payment to the commission.

11 **69.06.0980 Remote seller and marketplace facilitator registration requirement.**

- 12 (a) If a remote seller's gross statewide sales meets or exceeds the threshold criteria
13 under CBJ 69.06.040, the remote seller shall register with the commission. If the
14 remote seller is a marketplace seller and only makes sales in Alaska through a
15 marketplace, the marketplace seller is not required to register with the commission.
16 The marketplace seller must submit an affidavit attesting to these facts on a form
17 provided by the commission.
- 18 (b) If a marketplace facilitator's gross statewide sales meets or exceeds the threshold
19 criteria under CBJ 69.06.040, the marketplace facilitator shall register with the
20 commission. This requirement does not apply to the following marketplace
21 facilitators:
- 22 (1) Delivery network companies that deliver tangible personal property on
23 behalf of a marketplace seller that is engaged in business in a member
24 jurisdiction.
- 25 (2) Marketplaces facilitating the rental of transient lodging accommodations in
hotels, commercial transient lodging facility, homes, apartments, cabins or
other residential dwelling units, and
- (3) Marketplaces that facilitate or perform travel agency services.
- (c) A remote seller or marketplace facilitator meeting the threshold criteria shall apply
for a certificate of sales tax registration within 30 calendar days of the effective date
of this chapter or within 30 calendar days of meeting the threshold criteria,
whichever occurs second. Registration shall be to the commission on forms
prescribed by the commission.
- (d) An extension may be applied for and granted based on criteria established by the
commission, based on evidence produced to describe time necessary to update
software or other technical needs, not to exceed 90 days.
- (e) Upon receipt of a properly executed application, the commission shall confirm

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2 registration, stating the legal name of the remote seller or marketplace facilitator,
3 the primary address, and the primary sales tax contact name and corresponding
4 title. The failure of the commission to confirm registration does not relieve the
remote seller or marketplace facilitator of its duty to collect and remit sales tax.

- 5 (f) Each business entity shall have a sales tax registration under the advertised name.
6 (g) The sales tax certificate is non-assignable and non-transferable.
7 (h) The sales tax certificate satisfies a member jurisdiction's requirement to obtain a
8 municipal business license, provided the remote seller does not have a physical
presence in that member jurisdiction.

9 **69.06.090100 Tax filing schedule.**

- 10 (a) All remote sellers or marketplace facilitators subject to this chapter shall file a
11 return on a form or in a format prescribed by the commission and shall pay the tax
12 due.
13 (b) Filing of sales tax returns are due monthly; quarterly or less frequent filing is
14 optional upon application and approval by the commission, consistent with the code
of the member jurisdiction.
15 (c) A remote seller or marketplace facilitator who has filed a sales tax return will be
16 presumed to be making sales in successive periods unless the remote seller or
marketplace facilitator files a return showing a termination or sale of the business
17 in accordance with this chapter.
18 (d) The completed and executed return, together with the remittance in full for the tax
19 due, shall be transmitted to and must be received by the commission on or before
midnight Alaska Standard Time on the due date. Monthly returns are due the last
20 day of the immediate subsequent month. Quarterly returns are due as follows:
21 Quarter 1 (January – March): April 30.
22 Quarter 2 (April – June): July 31.
Quarter 3 (July – September): October 31.
Quarter 4 (October – December): January 31.
23 ~~(e) If the last day of the month following the end of the filing period falls on a~~
24 ~~Saturday, Sunday, federal holiday, or Alaska state holiday, the due date will be~~
~~extended until the next business day immediately following.~~
25 ~~(e)~~(f) Any remote seller or marketplace facilitator holding a remote seller registration
shall file a sales tax return even though no tax may be due. This return shall show
why no tax is due. If the remote seller or marketplace facilitator intends to continue
doing business a return shall be filed reflecting no sales and a confirmation of the

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2 intent to continue doing business and shall continue to do so each filing period until
3 the entity ceases doing business or sells the business. If the remote seller or
4 marketplace facilitator intends to cease doing business, a final return shall be filed
along with a statement of business closure.

5 ~~(f)~~(g) The remote seller or marketplace facilitator shall prepare the return and remit
6 sales tax to the commission on the same basis, cash or accrual, which the remote
7 seller or marketplace facilitator uses in preparing its federal income tax return. The
8 remote seller or marketplace facilitator shall sign the return, and transmit the
return, with the amount of sales tax and any applicable penalty, interest, or fees
that it shows to be due, to the commission.

9 ~~(g)~~(h) Remote sellers and marketplace facilitators failing to comply with the provisions of
10 this chapter shall, if required by the commission and if quarterly filing has been
11 chosen, file and transmit collected sales taxes more frequently until such time as
12 they have demonstrated to the commission that they are or will be able to comply
with the provisions of this chapter. Six consecutive on-time sales tax filings, with
full remittance of the sales taxes collected, shall establish the presumption of
compliance and return to quarterly filing.

13 ~~(h)~~(i) The preparer of the sales tax return shall keep and maintain all documentation
14 supporting any and all claims of exempted sales and purchases. Documentation for
15 exempted sales should include the number of the exemption authorization card
16 presented by the buyer at the time of the purchase, the date of the purchase, the
17 name of the person making the purchase, the organization making the purchase,
18 the total amount of the purchase, and the amount of sales tax exempted. This
documentation shall be made available to the commission upon request. Failure to
provide such documentation may invalidate that portion of the claim of exemption
for which no documentation is provided.

19 **69.06.1100 Estimated tax.**

20 (a) In the event the commission is unable to ascertain the tax due from a remote seller
21 or marketplace facilitator by reason of the failure of the remote seller or
22 marketplace facilitator to keep accurate books, allow inspection, or file a return, or
23 by reason of the remote seller or marketplace facilitator filing a false or inaccurate
return, the commission may make an estimate of the tax due based on any evidence
in their possession.

24 (b) Sales taxes may also be estimated, based on any information available, whenever
the commission has reasonable cause to believe that any information on a sales tax
return is not accurate.

25 (c) A remote seller's or marketplace facilitator's tax liability under this chapter may be
determined and assessed for a period of three years after the date the return was
filed or due to be filed with the commission. No civil action for the collection of such

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2 tax may be commenced after the expiration of the three-year period except an
3 action for taxes, penalties, and interest due from those filing periods that are the
4 subject of a written demand or assessment made within the three-year period,
5 unless the remote seller or marketplace facilitator waives the protection of this
6 section.

7 (d) The commission shall notify the remote seller or marketplace facilitator, in writing,
8 that the commission has estimated the amount of sales tax that is due from the
9 remote seller or marketplace facilitator. The commission shall serve the notice on
10 the remote seller or marketplace facilitator by delivering the notice to the remote
11 seller's or marketplace facilitator's place of business, or by mailing the notice by
12 certified mail, return receipt requested, to the remote seller's or marketplace
13 facilitator's last known mailing address. A remote seller or marketplace facilitator
14 who refuses the certified mail will be considered to have accepted the certified mail
15 for purposes of service.

16 (e) The commission's estimate of the amount of sales tax that is due from a remote
17 seller or marketplace facilitator shall become a final determination of the amount
18 that is due unless the remote seller or marketplace facilitator, within 30 calendar
19 days after service of notice of the estimated tax:

20 (1) Files a complete and accurate sales tax return for the delinquent periods
21 supported by satisfactory records and accompanied by a full remittance of all
22 taxes, interest, penalties, costs, and other charges due; or

23 (2) Files a written notice with the commission appealing the estimated tax
24 amount in accordance with the appeal procedures under the provisions of
25 CBJ 69.06.160.

(3) Arguments or reasons for failure to timely file a return and remit taxes
collected shall not be considered a valid basis or grounds for granting an
appeal. The basis and grounds for granting an appeal of an assessment are:

(A) The identity of the remote seller or marketplace facilitator is in error;

(B) The amount of the debt is erroneous due to a clerical error (and the
nature and extent of the error is specified in the request for appeal);
or

(C) The remote seller or marketplace facilitator disputes the denial of
exemption(s) for certain sales.

(f) The amount of sales tax finally determined to be due under this section shall bear
interest and penalty from the date that the sales tax originally was due, plus an
additional civil penalty of ~~\$50.00~~ for each calendar month or partial month for
which the amount of sales tax that is due has been determined.

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3 **69.06.1210 Returns; filing contents.**

- 4 (a) Every remote seller or marketplace facilitator required by this chapter to collect
5 sales tax shall file with the commission upon forms furnished by the commission a
6 return setting forth the following information:
- 7 (1) Gross sales ~~rounded to the nearest dollar~~;
 - 8 (2) The nontaxable portions separately stating the amount of sales revenue
9 attributable to each class of exemption ~~rounded to the nearest dollar~~;
 - 10 (3) Computation of taxes to be remitted;
 - 11 (4) Calculated discount (if applicable) based on member jurisdiction's code; and
 - 12 (5) Such other information as may be required by the commission.
- 13 (b) Each tax return remitted by a remote seller or marketplace facilitator shall be
14 signed (digital or otherwise) by a responsible individual who shall attest to the
15 completeness and accuracy of the information on the tax return.
- 16 (c) The commission reserves the right to reject a filed return for failure to comply with
17 the requirements of this Code for up to three months from the date of filing. The
18 commission shall give written notice to a remote seller or marketplace facilitator
19 that a return has been rejected, including the reason for the rejection.

20 **69.06.1320 Refunds.**

- 21 (a) Upon request from a buyer or remote seller or marketplace facilitator, the
22 commission shall provide a determination of correct tax rate and amount applicable
23 to the transaction. In the case of an overpayment of taxes, the remote seller or
24 marketplace facilitator shall process the refund and amend any returns accordingly.
- 25 (b) A claim for a refund of sales taxes collected in error shall be denied unless:
- 26 (1) The claimant files a claim for refund with the Commission within one year
27 of the date of sale, on the form prescribed by the Commission; and
 - 28 (2) If the claimant is a remote seller or marketplace facilitator, and the tax
29 refund is owed to any buyer, the remote seller or marketplace facilitator
30 submits, and the commission approves, a refund plan to all affected buyers.
- 31 (c) Interest will not be paid on tax refund requests filed with the commission.

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2 ~~(d) — The member jurisdictions may allow a buyer to request a refund directly from the~~
3 ~~member jurisdiction.~~

4 **69.06.1430 Amended returns.**

- 5 (a) A remote seller or marketplace facilitator may file an amended sales tax return,
6 with supporting documentation, and the commission may accept the amended
7 return, but only in the following circumstances:
- 8 (1) The amended return is filed within one year of the original due date for the
9 return for amended returns reducing the originally reported tax due; and
 - 10 (2) The remote seller or marketplace facilitator provides a written justification
11 for requesting approval of the amended return; and
 - 12 (3) The remote seller or marketplace facilitator agrees to submit to an audit
13 upon request of the commission.
 - 14 (4) An amended return that increases the tax due from the amount originally
15 reported can be submitted by a remote seller or marketplace facilitator at
16 any time.
- 17 (b) The commission shall notify the remote seller or marketplace facilitator in writing
18 (by email or otherwise) whether the commission accepts or rejects an amended
19 return, including the reasons for any rejection.
- 20 (c) The commission may adjust a return for a remote seller or marketplace facilitator
21 if, after investigation, the commission determines the figure included in the original
22 returns are incorrect; and the commission adjusts the return within three years of
23 the original due date for the return.
- 24 (d) A remote seller or marketplace facilitator may file a supplemental sales tax return,
25 with supporting documentation, and the commission may accept the supplemental
26 return, but only in the following circumstances:
- 27 (1) The remote seller or marketplace facilitator provides a written justification
28 for requesting approval of the supplemental return; and
 - 29 (2) The remote seller or marketplace facilitator agrees to submit to an audit
30 upon request of the commission.

31 **69.06.1540 Extension of time to file tax return.**

32 Upon written application of a remote seller or marketplace facilitator, stating the
33 reasons therefor, the commission may extend the time to file a sales tax return but only if the
34 commission finds each of the following:

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- 3 (1) For reasons beyond the remote seller's or marketplace facilitator's control,
- 4 the remote seller or marketplace facilitator has been unable to maintain in a
- 5 current condition the books and records that contain the information
- 6 required to complete the return;
- 7 (2) Such extension is a dire necessity for bookkeeping reasons and would avert
- 8 undue hardship upon the remote seller or marketplace facilitator;
- 9 (3) The remote seller or marketplace facilitator has a plan to cure the problem
- 10 that caused the remote seller or marketplace facilitator to apply for an
- 11 extension and the remote seller or marketplace facilitator agrees to proceed
- 12 with diligence to cure the problem;
- 13 (4) At the time of the application, the remote seller or marketplace facilitator is
- 14 not delinquent in filing any other sales tax return, in remitting sales tax to
- 15 the commission or otherwise in violation of this chapter;
- 16 (5) No such extension shall be made retroactively to cover existing
- 17 delinquencies.

18 **69.06.1650 Audits.**

- 19 (a) Any remote seller or marketplace facilitator who has registered with the
- 20 commission, who is required to collect and remit sales tax, or who is required to
- 21 submit a sales tax return is subject to a discretionary sales tax audit at any time.
- 22 The purpose of such an audit is to examine the business records of the remote seller
- 23 or marketplace facilitator in order to determine whether appropriate amounts of
- 24 sales tax revenue have been collected by the remote seller or marketplace facilitator
- 25 and remitted to the commission.
- (b) The commission is not bound to accept a sales tax return as correct. The
- commission may make an independent investigation of all retail sales or
- transactions conducted within the State or member jurisdiction.
- (c) The records that a remote seller or marketplace facilitator is required to maintain
- under this chapter shall be subject to inspection and copying by authorized
- employees or agents of the commission for the purpose of auditing any return filed
- under this chapter, or to determine the remote seller's or marketplace facilitator's
- liability for sales tax where no return has been filed.
- (d) In addition to the information required on returns, the commission may request,
- and the remote seller or marketplace facilitator must furnish, any reasonable
- information deemed necessary for a correct computation of the tax.

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(e) The commission may adjust a return for a remote seller or marketplace facilitator if, after investigation or audit, the commission determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the commission adjusts the return within three of the original due date for the return.

(f) If after investigation or audit, the commission determines that he remote seller or marketplace facilitator over-collected sales taxes, the remote seller or marketplace facilitator may request a refund with the submission of a detailed refund plan outlining the process by which the impacted customer will be refunded; the refund plan must be approved by the commission before the refund will be issued to the remote seller or marketplace facilitator.

(g)(f) For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the commission may conduct investigations, hearings, and audits, and may examine any relevant books, papers, statements, memoranda, records, accounts, or other writings of any remote seller or marketplace facilitator at any reasonable hour on the premises of the remote seller or marketplace facilitator, and may require the attendance of any officer or employee of the remote seller or marketplace facilitator. Upon written demand by the commission, the remote seller or marketplace facilitator shall present for examination, in the office of the commission, such books, papers, statements, memoranda, records, accounts, and other written material as may be set out in the demand unless the commission and the person upon whom the demand is made agree to presentation of such materials at a different place.

(h)(g) The commission may issue subpoenas to compel attendance or to require production of relevant books, papers, records, or memoranda. If any remote seller or marketplace facilitator refuses to obey any such subpoena, the commissioner may refer the matter to the commission’s attorney for an application to the superior court for an order requiring the remote seller or marketplace facilitator to comply there with.

(i)(h) Any remote seller, marketplace facilitator, or person engaged in business who is unable or unwilling to submit their records to the commission shall be required to pay the commission for all necessary expenses incurred for the examination and inspection of their records maintained outside the commission.

(j)(i) After the completion of a sales tax audit, the results of the audit will be sent to the business owner’s address of record.

(k)(j) In the event the commission, upon completion of an audit, discovers more than \$500.00 in additional sales tax due from a remote seller or marketplace facilitator resulting from a remote seller’s or marketplace facilitator’s failure to accurately report sales and taxes due thereupon, the remote seller or marketplace facilitator shall bear responsibility for the full cost of the audit. The audit fee assessment will be in addition to interest and penalties applicable to amounts deemed to be

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2 delinquent by the commission at the time of the conclusion of the audit.

3 **69.06.1760 ~~Audit or estimated tax protest~~ Protests.**

- 4 (a) If the remote seller or marketplace facilitator wishes to dispute a finding of the
5 commission involving taxable sales, sales taxes, or penalties and interest the
6 amount of the estimate, or the results of an examination or audit, the remote seller
7 or marketplace facilitator must file a written protest with the commission protest
8 review committee, within 30 calendar days of the date of the written notice of the
9 commission's findings-estimated tax or results of an audit or examination. The
10 protest must set forth:
11 (1) The remote seller's or marketplace facilitator's justification for reducing or
12 increasing the taxes, penalties, or interest due from the commission's
13 findings-estimated tax amount, including any missing sales tax returns for
14 the periods estimated; or
15 (2) The remote seller's or marketplace facilitator's reasons for challenging the
16 commission's findings-examination or audit results.
17 (b) In processing the protest, the commission protest review committee may hold an
18 informal meeting or hearing with the remote seller or marketplace facilitator, either
19 on its own or upon request of the remote seller or marketplace facilitator, and may
20 also require that the remote seller or marketplace facilitator submit to an audit, if
21 one was not previously conducted or a more formal audit, if an estimation audit was
previously performed.
(c) The commission-protest review committee shall make a final written determination
on the remote seller's or marketplace facilitator's protest and mail a copy of the
determination to the remote seller or marketplace facilitator.
(d) If a written protest is not filed within 30 days of the date of the written notice of
estimated tax or the result of a review, audit, or examination-the commission's
findings, then the estimated tax, review, audit, or examination result findings shall
be final, due and payable to the commission.

22 **69.06.1870 Penalties and interest for late filing.**

- 23 (a) A late filing fee of ~~\$25.00~~ per month, or fraction thereof, shall be added to all late-
24 filed sales tax reports, until a total of ~~\$100.00~~ has been reached. An incomplete
25 return shall be treated as the filing of no return.
(b) Delinquent sales tax bear interest at the rate of 15 percent per annum until paid.
(c) In addition, delinquent sales tax shall be subject to an additional penalty of five
percent per month, or fraction thereof, until a total of 20 percent of delinquent tax

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2 has been reached. The penalty does not bear interest.

- 3 (d) Penalties and interest shall be assessed and collected in the same manner as the
4 tax is assessed and collected, and applied first to penalties and interest, second to
5 past due sales tax.
- 6 (e) The filing of an incomplete return, or the failure to remit all tax, shall be treated as
7 the filing of no return.
- 8 (f) A penalty assessed under this section for the delinquent remittance of sales tax or
9 failure to file a sales tax return may be waived by the commission, upon written
10 application of the remote seller or marketplace facilitator accompanied by a
11 payment of all delinquent sales tax, interest, and penalty otherwise owed by the
12 remote seller or marketplace facilitator, within 45 calendar days after the date of
13 delinquency. A remote seller or marketplace facilitator may not be granted more
14 than one waiver of penalty under this subsection in any one calendar year, in
15 accordance with the commission's penalty waiver policy. The commission shall
16 report such waivers of penalty to the member jurisdiction, in writing.

17 **69.06.1980 Remote reseller certificate of exemption.**

- 18 (a) A remote seller with no physical presence in a member jurisdiction purchasing goods
19 or services for the express purpose of resale to buyer(s) located in that member
20 jurisdiction shall apply for a resale certificate through the commission.
- 21 (b) The Remote Reseller Certificate of Exemption will expire at the end of the calendar
22 year it is issued.

23 **69.06.19200 Repayment plans.**

- 24 (a) The commission may agree to enter into a repayment plan with a delinquent remote
25 seller or marketplace facilitator. No repayment plan shall be valid unless agreed to
by both parties in writing.
- (b) A remote seller or marketplace facilitator shall not be eligible to enter into a
repayment plan with the commission if the remote seller or marketplace facilitator
has defaulted on a repayment plan in the previous two calendar years.
- (c) The repayment plan shall include a secured promissory note that substantially
complies with the following terms:
- (1) The remote seller or marketplace facilitator agrees to pay a minimum of 10
~~ten~~ percent down payment on the tax, interest, and penalty amount due.
The down payment shall be applied first to penalty, then to accumulated
interest, and then to the tax owed.

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(2) The remote seller or marketplace facilitator agrees to pay the balance of the tax, penalty and interest owed in monthly installments over a period not to exceed two years.

(3) Interest at a rate of 15 percent per annum shall accrue on the principal sum due. Interest shall not apply to penalties owed or to interest accrued at the time the repayment plan is executed or accruing during the term of the repayment plan.

(4) If the remote seller or marketplace facilitator is a corporation or a limited liability entity the remote seller or marketplace facilitator agrees to provide a personal guarantee of the obligations under the repayment plan.

(5) The remote seller or marketplace facilitator agrees to pay all future tax bills in accordance with the provisions of this chapter.

(6) The remote seller or marketplace facilitator agrees to provide a security interest in the form of a sales tax lien for the entire unpaid balance of the promissory note to be recorded by the commission at the time the repayment plan is signed. The remote seller or marketplace facilitator shall be responsible for the cost of recording the tax lien.

(d) If a remote seller or marketplace facilitator fails to pay two or more payments in accordance with the terms of the repayment plan agreement, the remote seller or marketplace facilitator shall be in default and the entire amount owed at the time of default shall become immediately due. The commission will send the remote seller or marketplace facilitator a notice of default. The commission may immediately foreclose on the sales tax lien or take any other remedy available under the law.

69.06.2100 Remote seller or marketplace facilitator record retention.

Remote sellers or marketplace facilitators shall keep and preserve suitable records of all sales made and such other books or accounts as may be necessary to determine the amount of tax that the remote seller or marketplace facilitator is obliged to collect. Remote sellers or marketplace facilitators shall preserve suitable records of sales for a period of three years from the date of the return reporting such sales, and shall preserve for a period of three years all documentation supporting exempted sales of goods or services, and all such other books, invoices, and records as may be necessary to accurately determine the amount of taxes which the remote seller or marketplace facilitator was obliged to collect under this chapter.

69.06.2210 Cessation or transfer of business.

(a) A remote seller or marketplace facilitator who sells, leases, conveys, forfeits, assigns, gifts, or otherwise transfers (collectively, a “transfer”) the majority of their

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2 business interest, including to a creditor or secured party, shall make a final sales
3 tax return within 30 days after the date of such conveyance.

- 4 (b) At least ~~ten~~ 10 business days before any such transfer is completed, the remote
5 seller or marketplace facilitator shall send to the commission, by approved
6 communication (email confirmation, certified first-class mail, postage prepaid) a
7 notice that the remote seller's or marketplace facilitator's interest is to be conveyed
8 and shall include the name, address, and telephone number of the person or entity
9 to whom the interest is to be conveyed.
- 10 (c) Upon notice of transfer and disclosure of buyer, the commission shall be authorized
11 to disclose the status of the remote seller's or marketplace facilitator's sales tax
12 account to the named buyer or assignee.
- 13 (d) Upon receipt of notice of a transfer, the commission shall send the transferee a copy
14 of the Uniform Alaska Remote Seller Sales Tax Code with this section highlighted.
- 15 (e) Neither the commission's failure to give the notice nor the transferee's failure to
16 receive the notice shall relieve the transferee of any obligations under this section.
- 17 (f) Following receipt of the notice, the commission shall have 60 days in which to
18 perform a final sales tax audit and assess sales tax liability against the remote
19 seller or marketplace facilitator. If the notice is not mailed at least ~~ten~~ 10 business
20 days before the transfer is completed, the commission shall have 12 months from
21 the date of the completion of the transfer or the commission's knowledge of the
22 completion of the transfer within which to begin a final sales tax audit and assess
23 sales tax liability against the remote seller or marketplace facilitator. The
24 commission may also initiate an estimated assessment if the requirements for such
25 an assessment exist.
- (g) A person acquiring any interest of a remote seller or marketplace facilitator in a
business required to collect the tax under this chapter assumes the liability of the
remote seller or marketplace facilitator for all taxes due the commission, whether
current or delinquent, whether known to the commission or discovered later, and
for all interest, penalties, costs, and charges on such taxes.
- (h) Before the effective date of the transfer, the transferee of a business shall obtain
from the commission an estimate of the delinquent sales tax, penalty, and interest,
if any, owed by the remote seller or marketplace facilitator as of the date of the
transfer, and shall withhold that amount from the consideration payable for the
transfer, until the remote seller or marketplace facilitator has produced a receipt
from the commission showing that all tax obligations imposed by this chapter have
been paid. A transferee that fails to withhold the amount required under this
subsection shall be liable to the commission and taxing jurisdiction for the lesser of
the amount of delinquent sales tax, penalty, and interest due from the remote seller
or marketplace facilitator as of the date of transfer, and the amount that the

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2 transferee was required to withhold.

3 (i) In this section, the term “transfer” includes the following:

4 (1) A change in voting control, or in more than 50 percent of the ownership
5 interest in a remote seller or marketplace facilitator that is a corporation,
6 limited liability company, or partnership; or

7 (2) A sale of all or substantially all the assets used in the business of the remote
8 seller or marketplace facilitator; or

9 (3) The initiation of a lease, management agreement, or other arrangement
10 under which another person becomes entitled to the remote seller’s or
11 marketplace facilitator’s gross receipts from sales, rentals, or services.

12 (j) Subsection (h) of this section shall not apply to any person who acquires their
13 ownership interest in the ongoing business as a result of the foreclosure of a lien
14 that has priority over the commission’s sales tax lien.

15 (k) Upon termination, dissolution, or abandonment of a business entity, any officer
16 having control or supervision of sales tax funds collected, or who is charged with
17 responsibility for the filing of returns or the payment of sales tax funds collected,
18 shall be personally liable for any unpaid taxes, interest, administrative costs, and
19 penalties on those taxes if such person willfully fails to pay or cause to be paid any
20 taxes due from the entity. In addition, regardless of willfulness, each director,
21 member, or general partner of the entity shall be jointly and severally liable for
22 unpaid amounts. The person shall be liable only for taxes collected which became
23 due during the period he or she had the control, supervision, responsibility, or duty
24 to act for the entity. This section does not relieve the entity of other tax liabilities or
25 otherwise impair other tax collection remedies afforded by law.

(l) A remote seller or marketplace facilitator who terminates the business without the
benefit of a purchaser, successor, or assign shall make a final tax return and
settlement of tax obligations within 30 days after such termination. If a final return
and settlement are not received within 30 days of the termination, the remote seller
or marketplace facilitator shall pay a penalty of \$100.00, plus an additional penalty
of \$25.00 for each additional thirty-day period, or part of such a period, during
which the final return and settlement have not been made, for a maximum of six
additional periods.

69.06.2320 Use of information on tax returns.

(a) Except as otherwise provided in this chapter, all returns, reports, and information
required to be filed with the commission under this chapter, and all information
contained therein, shall be kept confidential and shall be subject to inspection only
by:

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- (1) Employees and agents of the commission and member jurisdiction whose job responsibilities are directly related to such returns, reports, and information;
 - (2) The person supplying such returns, reports, and information; and
 - (3) Persons authorized in writing by the person supplying such returns, reports, and information.
- (b) The commission will release information described in subsection (a) of this section pursuant to subpoena, order of a court or administrative agency of competent jurisdiction, and where otherwise required by law to do so.
- (c) Notwithstanding subsection (a) of this section, the following information is available for public inspection:
- (1) The name and address of sellers and marketplace facilitators;
 - (2) Whether a business is registered to collect taxes under this chapter;
 - (3) The name and address of businesses that are 60 days or more delinquent in filing returns or in remitting sales tax, or both filing returns and remitting sales tax, and if so delinquent, the amount of estimated sales tax due and the number of returns not filed.
- (d) The commission may provide the public statistical information related to sales tax collections, provided that no information identifiable to a particular remote seller or marketplace facilitator is disclosed.
- (e) Nothing contained in this section shall be construed to prohibit the delivery to a person, or their duly authorized representative, of a copy of any return or report filed by them, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers, remote sellers, or marketplace facilitators, nor to prohibit the furnishing of information on a reciprocal basis to other agencies or political subdivisions of the state or the United States concerned with the enforcement of tax laws.
- (f) Nothing contained in this section shall be construed to prohibit the disclosure through enforcement action proceedings or by public inspection or publication of the name, estimated balance due, and current status of payments, and filings of any remote seller or marketplace facilitator or agent of any remote seller or marketplace facilitator required to collect sales taxes or file returns under this chapter, who fails to file any return and/or remit in full all sales taxes due within 30 days after the required date for that business. Entry into any agreement whether pursuant to the provisions of this chapter or otherwise shall not act as any prohibition to disclosure of the records of that remote seller or marketplace facilitator as otherwise provided

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2 in this chapter.

- 3 (g) A prospective lessee or purchaser of any business or business interest may inquire
4 as to the obligation or tax status of any business upon presenting to the commission
5 a release of tax information request signed by the authorized agent of the business.
- 6 (h) Except as otherwise provided herein, all returns referred to in this chapter, and all
7 data taken therefrom, shall be kept secure from public inspection, and from all
8 private inspection.

9 **69.06.2430 Violations.**

- 10 (a) A remote seller or marketplace facilitator that fails to file a sales tax return or
11 remit sales tax when due, in addition to any other liability imposed by this chapter,
12 shall pay to the commission all costs incurred by the commission to determine the
13 amount of the remote seller's or marketplace facilitator's liability or to collect the
14 sales tax, including, without limitation, reviewing and auditing the remote seller's
15 or marketplace facilitator's business records, collection agency fees, and actual
16 reasonable attorney's fees.
- 17 (b) A person who causes or permits a corporation of which the person is an officer or
18 director, a limited liability company of which the person is a member or manager, or
19 a partnership of which the person is a partner, to fail to collect sales tax or to remit
20 sales tax to the commission as required by this chapter shall be liable to the
21 commission for the amount that should have been collected or remitted, plus any
22 applicable interest and penalty.
- 23 (c) Notwithstanding any other provision of law, and whether or not the commission
24 initiates an audit or other tax collection procedure, the commission may bring a
25 declaratory judgment action against a remote seller or marketplace facilitator
believed to meet the criteria to establish that the obligation to remit sales tax is
applicable and valid under local, state, and federal law. The action shall be brought
in the judicial district of the member jurisdiction.
- (d) The commission may cause a sales tax lien to be filed and recorded against all real
and personal property of a remote seller or marketplace facilitator where the
remote seller or marketplace facilitator has:
- (1) Failed to file sales tax returns for two consecutive filing periods as required
by the chapter; or
 - (2) Failed within 60 days of the end of the filing period from which taxes were
due to either (a) remit all amounts due or (b) to enter into a secured
payment agreement as provided in this chapter.
 - (3) Prior to filing a sales tax lien, the commission shall cause a written notice

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2 of intent to file to be mailed to the last known address of the delinquent
3 remote seller or marketplace facilitator.

- 4 (e) In addition to other remedies discussed in this chapter, the commission may bring a
5 civil action to:
- 6 (1) Enjoin a violation of this chapter. On application for injunctive relief and a
7 finding of a violation or threatened violation, the superior court shall enjoin
8 the violation.
 - 9 (2) Collect delinquent sales tax, penalty, interest and costs of collection, either
10 before or after estimating the amount of sales tax due.
 - 11 (3) Foreclose a recorded sales tax lien as provided by law.
- 12 (f) All remedies hereunder are cumulative and are in addition to those existing at law
13 or equity.

14 **69.06.2540. Penalties for violations.**

- 15 (a) In the event that a penalty provided below is different from the same penalty in a
16 member jurisdiction's sale tax code, the penalty prescribed in the member
17 jurisdiction's sales tax code will apply.
- 18 (b) A buyer, remote seller, or marketplace facilitator who knowingly or negligently
19 submits false information in a document filed with the commission pursuant to this
20 chapter is subject to a penalty of \$500.00.
- 21 (c) A remote seller or marketplace facilitator who knowingly or negligently falsifies or
22 conceals information related to its business activities with the commission or taxing
23 jurisdiction is subject to a penalty of \$500.00.
- 24 (d) A person who knowingly or negligently provides false information when applying
25 for a certificate of exemption is subject to a penalty of \$500.00.
- (e) A remote seller or marketplace facilitator who fails or refuses to produce requested
records or to allow inspection of their books and records shall pay to the commission
a penalty equal to three times any deficiency found or estimated by the commission
with a minimum penalty of \$500.00.
- (f) A remote seller or marketplace facilitator who falsifies or misrepresents any record
filed with the commission is guilty of an infraction and subject to a penalty of
\$500.00 per record.
- (g) Misuse of an exemption card is a violation and subject to a penalty of \$50.00 per
incident of misuse.

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3 (h) Nothing in this chapter shall be construed as preventing the commission from filing
4 and maintaining an action at law to recover any taxes, penalties, interest and/or
5 fees due from a remote seller or marketplace facilitator. The commission may also
6 recover attorney's fees in any action against a delinquent remote seller or
7 marketplace facilitator.

6 **69.06.2650 Remittance of tax; remote seller held harmless.**

- 7 (a) Any remote seller or marketplace facilitator that collects and remits sales tax to the
8 commission as provided by law may use an electronic database of state addresses
9 that is certified by the commission pursuant to subsection (c) of this section to
10 determine the member jurisdictions to which tax is owed.
- 11 (b) Any remote seller or marketplace facilitator that uses the data contained in an
12 electronic database certified by the commission pursuant to subsection (c) of this
13 section to determine the jurisdictions to which tax is owed shall be held harmless
14 for any tax, charge, or fee liability to any member jurisdiction that otherwise would
15 be due solely as a result of an error or omission in the database.
- 16 (c) Any electronic database provider may apply to the commission to be certified for use
17 by remote sellers or marketplace facilitators pursuant to this section. Such
18 certification shall be valid for three years. In order to be certified, an electronic
19 database provider shall have a database that satisfies the following criteria:
- 20 (1) The database shall designate each address in the state, including, to the
21 extent practicable, any multiple postal address applicable to one location and
22 the taxing jurisdictions that have the authority to impose a tax on purchases
23 made by purchasers at each address in the state.
- 24 (2) The information contained in the electronic database shall be updated as
25 necessary and maintained in an accurate condition. In order to keep the
database accurate, the database provider shall provide a convenient method
for member jurisdictions that may be affected by the use of the database to
inform the provider of apparent errors in the database. The provider shall
have a process in place to promptly correct any errors brought to the
provider's attention.

23 **69.06.2760 Savings Clause.**

24 If any provision of CBJ 69.06, Uniform Alaska Remote Seller Sales Tax, and CBJ 69.05,
25 Uniform Sales Tax, is determined by the commission or an adjudicatory body of competent
jurisdiction to discriminate against a remote seller in favor of a local seller with a physical
presence in the member jurisdiction, the discriminatory provision shall continue in effect only
to the extent such provision does not discriminate against a remote seller, ~~and the comparable~~

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2 ~~code provision applicable to a local seller will apply to a remote seller~~, and the remainder of
3 CBJ 69.06 and CBJ 69.05 shall continue in full force and effect.

4 **69.06.2870 Definitions.**

5 Adoption of definitions does not compel an individual municipality to exempt certain
6 defined items. Each municipality should specifically adopt definitions necessary for consistency
7 to implement both brick-and-mortar sales tax code and provisions related to remote sellers or
8 marketplace facilitators. For definitions that have no applicability to brick-and-mortar sales tax
code, municipality may choose to either include definitions in the definitional section of general
sales tax ordinance or adopt the common definitions by reference.

9 *Bundled transaction* means the retail sale of two or more products, except real property
10 and services to real property, where (1) the products are otherwise distinct and identifiable, and
11 (2) the products are sold for one non-itemized price. A bundled transaction does not include the
sale of any products in which the sales price varies, or is negotiable, based on the selection by
the purchaser of the products included in the transaction.

12 (a) Distinct and identifiable products do not include:

13 (1) Packaging – such as containers, boxes, sacks, bags, and bottles – or
14 other materials – such as wrapping, labels, tags, and instruction
15 guides – that accompany the retail sale of the products and are
incidental or immaterial to the retail sale thereof.

16 (2) A product provided free of charge with the required purchase of
17 another product. A product is provided free of charge if the sales price
18 of the product purchased does not vary depending on the inclusion of
the product provided free of charge.

19 (b) The term “one non-itemized price” does not include a price that is separately
20 identified by product on binding sales or other supporting sales-related
21 documentation made available to the customer in paper or electronic form
including, but not limited to an invoice, bill of sale, receipt, contract, service
agreement, lease agreement, periodic notice of rates and services, rate card,
or price list.

22 (c) A transaction that otherwise meets the definition of a bundled transaction as
23 defined above, is not a bundled transaction if it is:

24 (1) The retail sale of tangible personal property and a service where the
25 tangible personal property is essential to the use of the service, and is
provided exclusively in connection with the service, and the true
object of the transaction is the service; or

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2 (2) The retail sale of services where one service is provided that is
3 essential to the use or receipt of a second service and the first service
4 is provided exclusively in connection with the second service and the
5 true object of the transaction is the second service; or

6 (3) A transaction that includes taxable products and nontaxable products
7 and the purchase price or sales price of the taxable products is de
8 minimis.

9 *Buyer or purchaser* means a person to whom a sale of property or product is made or to
10 whom a service is furnished.

11 *Commission* means the Alaska Remote Seller Sales Tax Commission established by
12 agreement between local government taxing jurisdictions within Alaska, and the delegated tax
13 collection authority.

14 *Delivered electronically* means delivered to the purchaser by means other than tangible
15 storage media.

16 *Delivery charges* means charges by the seller of personal property or services for
17 preparation and delivery to a location designated by the purchaser of personal property or
18 services including, but not limited to, transportation, shipping, postage, handling, crating and
19 packing.

20 *Delivery network company* means a business that facilitates, through the use of an
21 Internet website or mobile application, the delivery of products or services.

22 *Digital good* means any product delivered electronically whether downloaded, streamed
23 or subscribed to. A digital good generally takes the form of a license to use or store in a digital
24 or electronic format. Digital goods are generally intangible property for purposes of this
25 chapter.

Digital service means any service delivered electronically that uses one or more software
 applications. Digital service includes any service that primarily involves the application of
 human effort by the seller, and the human effort originated after the customer requested the
 service, provided the service is delivered electronically.

Entity-based exemption means an exemption based on who purchases the product or who
 sells the product. An exemption that is available to all individuals shall not be considered an
 entity-based exemption.

Goods for resale means:

 (1) The sale of goods by a manufacturer, wholesaler, or distributor to a retail
 vendor, and sales to a wholesale or retail dealer who deals in the property
 sold for the purpose of resale by the dealer.

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- 3 (2) The sale of personal property as raw material to a person engaged in
- 4 manufacturing components for sale, where the property sold is consumed in
- 5 the manufacturing process of, or becomes an ingredient or component part
- 6 of, a product manufactured for sale by the manufacturer.
- 7 (3) The sale of personal property as construction material to a licensed building
- 8 contractor where the property sold becomes part of the permanent structure.

9 *Lease or rental* means any transfer of possession or control of tangible personal property

10 for a fixed or indeterminate term for consideration. A lease or rental may include future options

11 to purchase or extend.

12 *Local sale* means a sale by a seller with a physical presence in a taxing jurisdiction,

13 where the point of delivery is a location within the same taxing jurisdiction.

14 *Marketplace* means a physical or electronic place, platform or forum, including a store,

15 booth, internet website, catalog, or dedicated sales software application, where products or

16 services are offered for sale.

17 *Marketplace facilitator* means a person that contracts with ~~remote-marketplace~~ sellers to

18 facilitate for consideration, regardless of whether deducted as fees from the transaction, the

19 sale of the ~~remote-marketplace~~ seller's property, product, or services through a physical or

20 electronic marketplace operated by the person, and engages:

- 21 (a) Directly or indirectly, through one or more affiliated persons, in any of the
- 22 following:
- 23 (1) Transmitting or otherwise communicating the offer or acceptance
- 24 between the buyer and ~~remote-marketplace~~ seller;
- 25 (2) Owning or operating the infrastructure, electronic or physical, or
- technology that brings buyers and ~~remote-marketplace~~ sellers
- together;
- (3) Providing a virtual currency that buyers are allowed or required to
- use to purchase products from the ~~remote-marketplace~~ seller; or
- (4) Software development or research and development activities related
- to any of the activities described in (b) of this subsection-(3), if such
- activities are directly related to a physical or electronic marketplace
- operated by the person or an affiliated person; and
- (b) In any of the following activities with respect to the seller's products:
- (1) Payment processing services;

- (2) Fulfillment or storage services;
- (3) Listing products for sale;
- (4) Setting prices;
- (5) Branding sales as those of the marketplace facilitator;
- (6) Order taking;
- (7) Advertising or promotion; or
- (8) Providing customer service or accepting or assisting with returns or exchanges.

Marketplace seller means a person that makes retail sales through any physical or electronic marketplace that is operated by a marketplace facilitator.

Member jurisdiction means a taxing jurisdiction that is a signatory of the Alaska Remote Seller Sales Tax Agreement, thereby members of the commission, and who have adopted the Uniform Alaska Remote Seller Sales Tax Code.

Monthly means occurring once per calendar month.

Nonprofit organization means a business that has been granted tax-exempt status by the Internal Revenue Service.

Person means an individual, trust, estate, fiduciary, partnership, limited liability company, limited liability partnership, corporation, or any other legal entity.

Physical presence for the purposes of CBJ 69.06.050 means a seller who establishes any one or more of the following within a member jurisdiction:

- (1) Has any office, distribution or sales house, warehouse, storefront, or any other place of business within the boundaries of the member jurisdiction;
- (2) Solicits business or receiving orders through any employee, agent, salesman, or other representative within the boundaries of the member jurisdiction or engages in activities in this state that are significantly associated with the seller's ability to establish or maintain a market for its products in this state;
- (3) Provides services through any employee, agent, salesman, or other representative or holds inventory within the boundaries of the member jurisdiction;

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3 (4) Rents or Leases property located within the boundaries of the member
4 jurisdiction.

5 A seller that establishes a physical presence within the member jurisdiction in any
6 calendar year will be deemed to have a physical presence within the local taxing jurisdiction for
7 the following calendar year.

8 *Point of delivery* means the location at which property or a product is delivered or service
9 rendered.

- 10 (1) When the product is not received or paid for by the purchaser at a business location
11 of a remote seller in a member jurisdiction, the sale is considered delivered to the
12 location where receipt by the purchaser (or the purchaser's recipient, designated as
13 such by the purchaser) occurs, including the location indicated by instructions for
14 delivery as supplied by the purchaser (or recipient) and as known to the seller;
- 15 (2) When the product is received or paid for by a purchaser who is physically present at
16 a business location of a remote seller in a taxing jurisdiction the sale is considered
17 to have been made in the member jurisdiction where the purchaser is present even
18 if delivery of the product takes place in another member jurisdiction. Such sales are
19 reported and tax remitted directly to the member jurisdiction and not to the
20 commission;
- 21 (3) When the service is not received by the purchaser at a business location of a remote
22 seller, the service is considered delivered to the location where the purchaser
23 receives the service;
- 24 (4) For products or services transferred electronically, or other sales where the remote
25 seller or marketplace facilitator lacks a delivery address for the purchaser, the
remote seller or marketplace facilitator shall consider the point of delivery of the
sale to be the billing address of the buyer.

20 *Product-based exemptions* means an exemption based on the description of the product
21 and not based on who purchases the product or how the purchaser intends to use the product.

22 *Professional services* means services performed by architects, attorneys-at-law, certified
23 public accountants, dentists, engineers, land surveyors, surgeons, veterinarians, and
24 practitioners of the healing arts (the arts and sciences dealing with the prevention, diagnosis,
25 pain or infirmities) and such occupations that require a professional license under Alaska
Statute.

Property and product and good means both tangible property, an item that can be seen,
weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses;

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2 and intangible property, anything that is not physical in nature (i.e.; intellectual property,
3 brand recognition, goodwill, trade, copyright and patents).

4 *Quarter* means trimonthly periods of a calendar year; January-March, April-June, July-
5 September, and October-December.

6 *Receive or receipt* for the purposes of CBJ 69.06.030 and the definition of *Point of*
7 *Delivery* means

- 8 (1) Taking possession of property or product;
- 9 (2) Making first use of services;
- 10 (3) Taking possession or making first use of digital goods, whichever comes first.

11 The terms “receive” and “receipt” do not include temporary possession by a shipping
12 company on behalf of the purchaser.

13 *Remote sales* means sales of goods, ~~or services, or bundled transactions~~ by a remote
14 seller or marketplace facilitator.

15 *Remote seller* means a seller or marketplace facilitator making sales of goods, goods
16 services, or services or bundled transactions delivered within the State of Alaska, without
17 having a physical presence in the member jurisdiction in which delivery is being made.

18 *Resale of services* means sales of intermediate services to a business the charge for which
19 will be passed directly by that business to a specific buyer.

20 *Sale or retail sale* means any transfer of property for consideration for any purpose other
21 than for resale.

22 *Sales price or purchase price* means the total amount of consideration, including cash,
23 credit, property, products, and services, for which property, products, services, or services or
24 bundled transactions are sold, leased, or rented, valued in money, whether received in money or
25 otherwise, without any deduction for the following:

- 22 (1) The seller’s cost of the property or product sold;
- 23 (2) The cost of materials used, labor or service cost, interest, losses, all costs of
24 transportation to the seller, all taxes imposed on the seller, and any other
25 expense of the seller;
- (3) Charges by the seller for any services necessary to complete the sale, other
than delivery and installation charges;
- (4) Delivery charges;

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3 (5) Installation charges; and

4 (6) Credit for any trade-in, as determined by state law.

5 *Seller* means a person making sales of property, products, or services, or a marketplace
6 facilitator facilitating sales on behalf of a seller.

7 *Services* means all services of every manner and description, which are performed or
8 furnished for compensation, and delivered electronically or otherwise into a member
9 jurisdiction, including but not limited to:

10 (1) Professional services;

11 (2) Services in which a sale of property or product may be involved, including
12 property or products made to order;

13 (3) Utilities and utility services not constituting a sale of property or products,
14 including but not limited to sewer, water, solid waste collection or disposal,
15 electrical, telephone services and repair, natural gas, cable or satellite
16 television, and Internet services;

17 (4) The sale of transportation services;

18 (5) Services rendered for compensation by any person who furnishes any such
19 services in the course of his trade, business, or occupation, including all
20 services rendered for commission;

21 (6) Advertising, maintenance, recreation, amusement, and craftsman services;

22 (7) Digital Services.

23 *Tax cap* means a maximum taxable transaction.

24 *Taxing jurisdiction* means a local government in Alaska that has a sales tax.

25 *Transferred electronically* means obtained by the purchaser by means other than tangible
storage media.

Travel Agency Services means arranging or booking for a commission, fee or other
consideration, vacation or travel packages, rental car, tours or other travel reservations or
accommodations, tickets for domestic or foreign travel by air, ship, rail, bus or other medium of
transportation, or hotel or other lodging accommodations.

69.06.280 Supplemental definitions.

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2 For purposes of CBJ 69.06, the commission may promulgate supplemental definitions
3 that are incorporated into this Remote Seller Sales Tax Code, provided they are not in conflict
4 with or contrary to the definitions set forth in CBJ 69.05. Supplemental definitions are
5 available at www.arsstc.org/code. Provisions of the supplemental definitions that are amended,
6 deleted, or added prior to or after the effective date of the latest amendment to this chapter
7 shall be applicable for purposes of this chapter on the effective date provided for such
8 amendments, deletions, or additions, including retroactive provisions.

9
10 **Section 3. Effective Date.** This ordinance shall be effective January 1, 2025.

11 Adopted this _____ day of _____, 2024.

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13 _____
14 Beth A. Weldon, Mayor

15 Attest:

16 _____
17 Elizabeth J. McEwen, Municipal Clerk
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