

## 2018 Form 1099 Misc. Engagement Letter

### 1099 Forms

The IRS requires that business owners file a Form 1099-Misc by January 31, 2019 for every individual or **non-corporate** LLC that you paid over \$600 in 2017 for **trade or business services**. If you pay a lawyer corporation for trade or business services they must also receive the form. Failure to file the form for 2018 could result in a penalty. Penalties also apply for incorrect information. The 1099-Misc must be provided to the taxpayer by January 31, 2019 and ***this year the IRS' copy must also be provided by January 31, 2019*** or those penalties will apply. The problem you may encounter is those sub-contractors that don't want you to issue them one, so make sure you get them to fill out a W-9 form **before** you issue them a payment.

Because the penalties are so severe we want to be very clear on the services we are providing, and what is expected from you.

### **The penalties for 2018 forms are as follows:**

If filed not more than 30 days late	\$50 per form/maximum \$186,000
If filed 31 days late to August 1 <sup>st</sup>	\$100 per form/maximum \$532,000
After August 1 <sup>st</sup> or not at all	\$260 per form/maximum \$1,064,000
Intentional Disregard	\$530 per form/ No limitation

1. This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this letter or believe we have misunderstood what you need, please call us before you sign it.

2. This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on the heirs, successors and assigns of you and us. The Internal Revenue Service imposes penalties on taxpayers, and on us as return preparers, for failure to observe due care in reporting for income tax returns. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom we prepare tax returns to confirm the following arrangements. We will prepare the returns from information which you will furnish to us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. We will furnish you with any questionnaires and/or worksheets that you request to guide you in gathering the necessary information. Your use of such forms will assist us in keeping our fee to a minimum. To the extent we render any accounting and/or bookkeeping assistance, it will be limited to those tasks we deem necessary for preparation of the returns

### Tax Preparer Responsibilities

3. We will prepare your 2018, and only your 2018 Federal Form 1099-Misc **SOLELY** from information you furnish us. We will not audit, review, compile or otherwise verify the data you submit although we may ask you to clarify some of the information. We are not responsible for the preparation of any forms or schedules except Forms 1099-MISC for the individuals for whom you provide us a written summary in a separate format as listed below. ***If you have forms or payees other than those specifically listed we will not be preparing those forms unless specifically requested by you, in writing in a separate engagement letter, to prepare those forms. Any other required services, forms or other actions on our part require a separate engagement letter. In the absence of written communications from us documenting such services, our services will be limited to and governed by the terms of this engagement letter.***

### Taxpayer Responsibilities

4. In order to timely file your 2018 Forms 1099-Misc in agreement with this letter you must provide us, **IN WRITING**, a complete list of payees by January 18, 2019 as follows, **for each payee:**

Payee Name  
Payee Address  
Payee City, State, Zip  
Payee Federal ID Number (obtained by you on Form W-9)  
Amount paid during 2018 for non-employee compensation  
Amount paid in 2018 for Rent

5. If you are in doubt whether to issue a 1099, the safest treatment is to issue the form.

### Other Items

6. Our fee to prepare the 1099-Misc forms solely for the payees listed in writing by you on a separate page will be \$10.00 per 1099 and 1096 submittal form plus applicable data processing sales tax.

7. It is your responsibility to maintain the records, forms, documentation, Forms W-9 and copies necessary to file the 2018 Forms

1099-Misc.

8. We will rely solely, without independent verification on the information you provide to us in writing under item 4 above to prepare your 2018 Forms 1099-Misc.

9. It is our policy to keep records related to this engagement for three years after which they are destroyed. ***However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for three years for possible future use, including potential examination by any government or regulatory agencies.***

10. In recognition of the relative risks and benefits of this agreement to both the client and the accounting firm, the client and the accounting firm have discussed and have agreed on the fair allocation of risk between them. As such, the client agrees, to the fullest extent permitted by law, to limit the liability of the accounting firm to the client for any and all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of the accounting firm to the client shall not exceed the accounting firm's total fee for services rendered under this agreement. The client and the accounting firm intend and agree that this limitation apply to any and all liability or cause of action against the accounting firm, however alleged or arising, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period to bring a claim against us for errors and omissions. The one-year period will begin upon the date of the tax professional's signature on the tax returns covered by this engagement letter.

We appreciate the opportunity to serve you. Please date and sign the enclosed copy of this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. It is our policy to initiate services after we receive the executed engagement letter. If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

Sincerely,  
Alice Wahrmund, EA

_____
(Client Business Name)
_____ Date _____
(Client Signature)
I (We) have read the above terms of the engagement letter and agree with the terms of this engagement.

**Examples** of payments over \$600 that require a 1099 to be filed:

Real estate rentals paid for office/business space

Equipment rental

Pasture land rental

Storage space rental

Labor service providers such as: Independent Contractors, Repair Companies or Mechanics (Parts and labor do not have to be divided, report the full amount paid.)

Accountants

Lawyers

Veterinarians

Architects

Engineers

Entertainers

Commissions Paid

Prizes and Awards

This is not to be considered a complete list, there are many other possibilities.

**OPT OUT ELECTION:**

If signed below, I certify that I have been informed of my requirement to submit any information return(s) such as outlined above, and I elect not to do so and accept any responsibility or possible penalties at my own risk.

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