

# 2018 Income Tax Return Annual Engagement

Date: \_\_\_\_\_ Client Name(s) \_\_\_\_\_

## Tax Preparer Responsibilities

Four Seasons Business Service will prepare your 2018 Federal and Specific State(s): \_\_\_\_\_ as listed 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 returns prepared by other preparers. We may furnish you with tax organizers and questionnaires to help you gather and organize the necessary information for us, in order to keep our fee to a minimum. We will prepare only those state returns specifically listed above.

## Taxpayer Responsibilities

Taxpayer will provide necessary documents and records to support the income and deductions claimed on the tax return and will provide all requested information in a timely manner. Failure to do so make cause the termination of this agreement and the preparers discretion.

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having an aggregate value exceeding \$10,000 in a foreign country, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties. Such disclosure includes filing Form 8938 with this Form 1040. If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required Income Tax related forms and penalties may be due, for which we have no responsibility. In the absence of such information being provided we will presume you do not have any foreign assets or financial interests and will not file any applicable disclosure forms without separate written authorization. If you and/or your entity have a financial interest in any foreign accounts, you are responsible for filing Form FinCen 114 required by the U.S. Department of the Treasury on or before April 15th of each tax year.

## Other Items

**Our fee does not include responding to inquires or examination by taxing authorities or third parties, for which you will be separately billed for time and expenses involved.** However, we are available to represent you and our fees for such services are at our standard rates and would be covered under a separate engagement letter. You agree to immediately notify us upon the receipt of any correspondence from any agency covered by this letter.

It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns, including but not limited to the auto, travel, entertainment, and related expenses and the required documents to support charitable contributions for three years from the filing date. If you have any questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns **before signing** and filing them with the tax authorities. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest. We will rely, without further verification, upon information you provide to us from 3<sup>rd</sup> parties including, but not limited to, K1's, 1099's, 1098's, and receipts and similar items. **We DO NOT automatically file tax extensions** for clients-you must notify us if you wish us to file an extension, and the notification should include your estimate of any balance due with the extension. **We must receive your information by March 18th** in order to complete your return in a timely manner and information received after that date **may** cause your return to be extended and completed after the April 15th due date.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. We will adopt whatever position you request on your return so long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments.

Privacy laws were established by the IRS effective January 1, 2009 and we are prohibited from providing confidential information or copies to **anyone other than you** without your specific, written authorization. To comply with these regulations we provide all copies of all returns to you. Please sign an authorization to disclose your information **before** telling your broker, banker, mortgage company, etc. to call us.

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 a minimum of three years for possible future use, including potential examination by any government or regulatory agencies. **Please keep your copies handy as only one copy of your return will be provided to you free of charge. Duplicate paper or electronic copies of your return or parts of the return can be provided for a \$25 per year/return processing fee. Our electronic copies are not in the same format as the copy provided for your records.**

For the preparation of your tax return(s) you will be charged on a per form fee schedule unless additional time is spent with you in office **or phone consultation**, research, data organization, etc., which if required, will be billed at an additional \$120 per hour. Any out of pocket expenses for postage, long distance, copies, mileage, etc. will also be billed separately. Unless agreed upon in advance, payment will be due and payable in this office at the time services are rendered or within **ten (10) calendar days** of our notifying you that the work is completed. If this is a large or ongoing project a retainer may be required in advance and incremental billings may follow until the project is completed. If payments are not current we may stop all work at our discretion until your account is current, or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services. Our services will conclude upon delivery of the completed income tax returns discussed above or upon our suspension of services or resignation from the engagement. No completed work will be allowed to leave this office without payment. **If you fail to make payment on your account within ten (10) calendar days of completion you will be charged an additional 10% of the total bill to compensate us for the additional time and expense of billing. Bills not paid within 30 days of completion will be subject to an interest charge of 1 ½% interest compounded monthly.** If further collection efforts are necessary, the account will be turned over to an outside collection service or small claims court and all additional costs, including any attorney fees, will be added to the balance due. These same terms also apply to returned checks. Our services will conclude upon delivery of the completed income tax returns discussed above or upon our suspension of services or resignation from the engagement.

In recognition of the relative risks and benefits of this agreement to both the client and the firm, they 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 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 firm to the client shall not exceed the firm's total fee for services rendered under this agreement. The client and the firm intend and agree that this limitation apply to any and all liability or cause of action against the 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.

\_\_\_\_\_ (Client Signature) \_\_\_\_\_ (Date)

I have read the above terms of the engagement letter and agree with the terms of this engagement.