

Taxpayer (print name): \_\_\_\_\_

## Organizer #3 – Engagement Letter

Tax Year \_\_\_\_\_

Subject: Preparation of Your Tax Returns

This letter establishes the terms of our engagement with you, outlines the nature and extent of the services we will provide and establishes your responsibilities.

We will prepare your individual federal and or state income tax return(s) for a fee. We will depend upon you to provide the information requested, required and needed to prepare complete and accurate returns. We may ask you to clarify items but we may not audit or otherwise verify the data you submit beyond what the taxing authorities require of us.

- \$ Using our Organizer, forms, materials, delivery methods and procedures will help you and us minimize chances from overlooking information. Your use of any alternative Organizer, forms, materials, delivery methods and or procedures WILL delay our work and WILL increase your invoice for our services.
- \$ We solely reserve the right to reject using any or all of your alternative Organizer, forms, materials and or delivery methods and still charge additional fees if we determine that your information is from, and or delivered to us, outside our established procedures regardless if we use your alternative material and delivery.
- \$ We reserve the right to require pre-payment and or down-payment toward the final invoice for our services.

We perform accounting services only as needed within our established procedures to prepare your tax returns. Such work is not intended to discover nor include procedures to find defalcations or other irregularities. Accordingly, our engagement should not be relied upon to discover and or disclose errors, fraud, or other illegal acts, though it may be necessary for you to clarify some of the information you submit to us. Should we encounter instances of unclear tax law or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks we find.

Our fees are based on **1)** the complexity, difficulty and time necessary to complete your return, **2)** the date you submit all of the necessary items required, **3)** the date you return the necessary signature documents and **4)** payment of our invoice. **\$ NOTE:** *It is possible for our fees to continue to accumulate on your invoice once you have been presented with the initial invoice and therefore your timely attention to completing the entire signature and payment process will help to keep your fees low.*

- \$ Our fees are due and payable within five (5) calendar days upon the completion and presentation of our work to you and **BEFORE** your tax return will be filed - in any format
- \$ Where we have required pre-payment and or a down-payment toward the final invoice for our services, we will apply that dollar amount against the final invoice
- \$ **We will NOT file, e-file, nor provide a filing copy of any tax return until our invoice is paid IN FULL.** You agree to incur additional charges, based on our prevailing rates, if the signature and payment process extends beyond the five (5) calendar days

We work primarily through digital electronic format. We use a secure encrypted file transfer system to exchange sensitive materials with you. The material you provide must be in PDF format only (we reserve the right to reject any other file format). Your PDF copies must be 1) legible and readable by us when we receive your items, 2) of both the front and back of the full and entire document(s) where there is any print on a page – including pages that are marked with such remarks as, “This Page Left Blank”, page numbers, etc.

We are willing to consider alternative methods for the transfer of your sensitive PDF documents to us. We reserve the right to charge additional fees to accommodate these other options. We reserve the right to solely determine if the method is acceptable to us however we will neither use nor work with any other file transfer portals or shared folder services (i.e, Dropbox, etc.) beyond our secure encrypted file transfer system.

- \$ Send us only the material we have requested. Do not send us ANY items (including but not limited to receipts) for which we have not specifically requested. If you think there is something we want or need but

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we have not asked for it, please ask us before sending it.

§ We reserve the right to charge additional fees if we determine that your documents, materials and information delivered are redundant, unnecessary and or superfluous to our need in the preparation of your tax return; this includes but is not limited to receipts.

We work from the material(s) you provide us. Because you will provide us your material(s) in digital format, there will be no need for us to return your documents as you have retained the originals.

If you request and we approve an alternative method for you to provide the requested and required material, you must provide legible **COPIES** of the complete and full original documents.

§ If you give us original documents that by law must be returned to you, there will be an additional fee of not less than \$25 to your invoice for having to copy the documents plus an additional fee of not less than \$25 to your invoice to return original documents to you.

You attest that you will be able to substantiate (prove) the items that you have presented to us for entry on your tax return in the event that any taxing authority initiates an examination (audit) of you including but not limited to your income, expenses, deductions, credits, and adjustments. You should retain your records along with all supporting documents, receipts, bank statements, canceled checks, worksheets, etc., in the event you are audited. We will retain records for at least the full period of time required by law after which these documents are allowed to be destroyed.

Nothing in this ENGAGEMENT LETTER establishes any responsibility on our part in the event that you are audited though, we may be able to refer you and or assist you in preparing for your audit, at our prevailing rates. Our engagement to prepare your tax return(s) will conclude upon our e-filing your tax return(s) once we have received your e-file signature documents and full payment of our invoice. If for some reason, we cannot e-file your returns, you will be solely responsible for the paper filing of your tax returns (which we will provide upon payment of our invoice) with the appropriate taxing authorities.

Though we try to work from the general practice of first come, first served, we reserve the right to solely determine the order in which work is completed. Should we need additional information from you, we will suspend work on your return until we have the information requested. Once we have received the requested information, your file is returned to the active status queue (but not to the front or to the position when work was suspended). Your timely response to our requests for information will help to ensure a quicker turn-around and help to keep your invoice low.

You agree that you will review all tax-return documents before signing them. You affirm that this letter correctly summarizes your understanding of the arrangements for this work (both spouses must sign for the preparation of joint returns).

Button Tax Prep

Accepted By:

\_\_\_\_\_  
Taxpayer Signature

\_\_\_\_\_  
Taxpayer PRINT last name

\_\_\_\_\_  
Spouse Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date