



Date: January 1, 2020
Re: Income Tax Preparation Services Engagement Letter

Dear _____:

This letter is to confirm our understanding of the terms of our engagement and to clarify the nature and limitations of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

We will prepare your 2019 Federal and requested state income tax returns from information, which you furnish to us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask for clarification of some of the information. We will provide a forms checklist to guide you in gathering the necessary information.

If you have derived income from a foreign country, we will use the foreign country income information which you provide to calculate any applicable federal or state foreign tax credit or other affected federal or state income tax items. However, you are responsible for meeting any foreign income tax or other foreign reporting requirements.

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. You are required to keep adequate records regarding your business. Please understand that "adequate records" is a diary or log book that gives details about expenses. Understand that a log is required for travel, meals, entertainment, vehicles and miles, computers, home office, gifts, sales promotions, education, and support for charitable contributions over \$250. This log includes date, place, and purpose with the name of the person you may have purchased the item for. If you lack receipts for these expenditures, then the IRS will not allow the deduction. The IRS will almost always ask questions about bartering transactions. It is your responsibility to have all the receipts and documentation required. **You must provide to us all sources of your income, including any and all cryptocurrency (Bitcoin and similar) transaction details. You must also disclose to us any Foreign Bank account balances or Foreign assets, so that we can assist you in making the proper reporting and disclosures. Failure on your part to share this information with us will result in our immediate withdrawal from this agreement.** You should retain all the documents, canceled checks and other data that form the basis of income and deductions. It is your responsibility to carefully examine and approve your completed tax returns before signing and approving them to be sent to the appropriate tax authorities. We will supply you with a copy of your tax returns for your records.

Information you provide to us will be kept confidential. However, our discussions are not protected by any form of attorney-client privilege. We will advise you to consult with an attorney at any time we feel it may be appropriate.

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover fraud, theft, embezzlement or other irregularities, should any exist.

We are responsible for preparing only the returns listed above. All others are to be prepared by you or other preparers. If there are additional returns you wish us to prepare, such as sales tax, property tax, inheritance, gift, or estate tax, other income tax returns for other persons or entities please insert them here:

We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve questions in your favor whenever possible.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us.

Our fee does not include responding to inquiries or examination by taxing authorities. However, we are available to represent you and our standard rates will apply for these services along with a separate engagement letter to define our scope within that practice. When a tax examination results in additional taxes, interest and penalties are normally added

to the balance payable to the government. It is understood that interest and penalties resulting from a tax examination are the responsibility of the taxpayer. Concierge Tax Services LLC is responsible for penalties and interest resulting from our clerical error.

It is our policy to keep records related to this engagement for three years after which they are destroyed. However, Concierge Tax Services LLC does 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 possible future use, including potential examination by any government or regulatory agencies for a period of seven years.

As you can imagine, the weeks leading up to the tax deadline are very busy for us. We operate with our Concierge Level clients first, then all others on a first-in/first-out basis. If you want more information on becoming a Concierge Level client, please contact us.

It is essential that you submit all of your tax information to us prior to March 31, 2020 in order to have your tax return processed before April 15, 2020. If your tax information is received after April 1, 2020, it is understood that your tax return will be extended unless we mutually agree otherwise. If your tax information is received after April 1, 2020 and it is possible that your tax returns can be completed by April 15, 2020, there will be an expedite fee of \$250 in addition to your tax prep fee. No work will begin until ALL documentation is received. If there is any missing information or other circumstances beyond our control, extensions may be mandatory. Our estimate of the tax due for purposes of an extension is subject to revision upon completion of the final tax return. Any difference between the amount of tax computed for purposes of an extension and the final tax return may result in inadequate estimated tax payments and penalties and interest applied to the balance due. Any such penalties and interest are the responsibility of the taxpayer.

Once we agree that an extension will be filed, **we require that you provide all documentation 30 days prior to any tax extension deadline (September 15th or October 15th)**. If you do not submit the requested documents by this 30-day deadline AND wish to file the return by the IRS deadline, Concierge Tax Services will impose an expedite fee of \$250 in addition to your tax prep fee. If we do not receive ALL of your tax return information 30 days prior to any tax extension deadline date then we reserve the right to suspend services or withdraw from this agreement.

It is the consensus of tax preparers that there is no way to ensure there will be no underpayment penalties for complex tax returns other than deliberate overpayment.

If there is an omission from the tax returns, and you did not provide us the information prior to filing, then we will amend the tax returns at our normal rates for amended tax returns. If there is an omission from the tax returns, and you provided us the information prior to filing, then we will amend the tax return at no cost to you.

Our fees are based upon a combination of our standard rates for the type of forms and schedules required to be filed, the time incurred to prepare the return, how organized you provide the data, and out-of-pocket expenses. If business clients do not provide the appropriate financial statements, Concierge Tax Services, LLC will charge for bookkeeping services. We will render such bookkeeping assistance as determined to be necessary for preparation of the income tax returns at an hourly rate of \$125. Your tax preparation fee does not cover additional services requested by you, such as tax planning, projections, research, responding to notices, IRS/State tax authority correspondence, or audit representation. Those services will be billed at hourly rates. **All invoices are due and payable prior to the tax returns being filed.**

We are required by law to file most income tax returns electronically. If your return cannot be filed electronically, or you request a waiver from the E-Filing requirement, we may require your approval and signature on a waiver document. If the return will be mailed, we will supply you with paper copies and envelopes for sending the tax returns to the appropriate Federal and State agencies. Payment of tax return preparation fees to Concierge Tax Services LLC is due prior to E-Filing or filing by mail. If payment is received with non-sufficient funds, a \$30 bank fee will be added, and Concierge Tax Services, LLC has the right to be reimbursed for any cost of collection of funds. If for any reason the payment for our invoice has not been received within 10 days of receipt, Concierge Tax Services may impose a 12% financial charge annually.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will provide access to a secure client portal where you will have 24/7 access, 365 days a year to your tax return information. You will be able to securely download your tax documents and we will be able to provide you with secure communication of all necessary tax documents that will need to be signed as well as your completed and filed tax returns.

By signing this agreement, clients agree to communicate with Concierge Tax Services, LLC to confirm or certify certain information related to claiming certain credits or deductions that the IRS requires we perform due diligence procedures for on their behalf. With the new Affordable Care Act, and Tax Cuts and Jobs Act rules, Identity Verification, additional due diligence requirements for the Earned Income Tax Credit, Child Tax Credit, American Opportunity Tax Credit, and Head of Household Standard Deduction, clients should expect an increase in tax preparation fees.

Consent – Taxpayer hereby consents to the use by Concierge Tax Services LLC of any and all tax return information contained in the taxpayer’s federal income tax returns for the purposes of mailing, including electronic transmission to the taxpayer information pertaining to newsletters, press releases, published articles, seminars, promotion, or hire announcements. This consent is valid for a period of three years from the signature date below.

Notwithstanding anything contained herein, both accountant and client agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at Concierge Tax Services, LLC located in Fairfield County at 2 Corporate Drive, Suite 948, Shelton, CT 06484, USA and Fairfield County, Connecticut, USA, shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Law of Connecticut.

It is agreed that any unresolved disputes concerning the services provided by us will be settled by binding arbitration in Shelton, CT. There shall be a single arbitrator, who shall be a member of CT Society of Certified Public Accountants, with a minimum of ten years of practice. The arbitrator shall have authority to award compensatory damages.

We want to express our appreciation for this opportunity to work with you.

Your return of the requested tax information and documents to prepare your tax returns will acknowledge your acceptance of this arrangement for professional services.

Sincerely,

Concierge Tax Services, LLC

Robert Gambardella CPA

Robert A. Gambardella CPA

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

(Both taxpayer and spouse must sign for preparation of joint returns)

Accepted By:	(T) X _____	_____
	Signature	Print
	(S) X _____	_____
	Signature	Print

Date: _____