



## 2023 Tax Engagement Agreement

You have retained our firm to prepare your 2023 Federal and State income tax returns indicated below and agree to the following terms of our professional relationship:

- A. We will prepare your tax returns based only on the information which you give us. You represent that you will provide us with information, which is complete, true, and correct, disclosing all relevant facts. You have reviewed our tax organizer and completed it as best you can. (We will review the tax organizer, and in some cases, we may assist in completing it by documenting things you tell us. This is to be construed as if you prepared it in your own handwriting.) The IRS says it is your responsibility that all items of income and expense are properly included and presented on your tax return. **You promise to review the returns carefully before authorizing us to e-file your returns.**
- B. You are aware of IRS record keeping and documentation requirements, and you represent that you have the necessary documentation. You understand we won't audit or verify your information. We will return all the original source documents provided to us. We routinely keep copies of some supporting documents, but we are not the custodian of your records, and you cannot rely upon us to maintain support for your tax returns—that is your responsibility. By accepting the returns, you acknowledge the return of all original source documents.
- C. It is possible you may receive a notice for additional tax, or for clarification of items. **You promise you will contact us if you receive any communication from any taxing authority.** Additional work required, including responding to any inquiries from tax authorities, tax planning, amended returns or audit work will be billed at our regular hourly rates.
- D. There may be elections and decisions in your returns which could be challenged by authorities. If we believe we see a gray area, we will discuss it with you. We are required by law to disclose any position on a return for which there is a reasonable probability of challenge.
- E. The charges for our professional services will be at our standard rates for this type of service plus out-of-pocket expenses. **Payment for our services is due upon delivery of the returns unless prior arrangements have been made.** If circumstances require a change in this arrangement, you will notify our office. Accounts past due are assessed with a finance charge of 1.5%, with a \$25 minimum, per month.
- F. You understand what is involved in the preparation of your returns and acknowledge that the returns are being prepared with your informed consent. In the case of tax returns covering more than one party, the undersigned enters into this agreement on behalf of all affected parties. (i.e., husband signing for both spouses or one partner signing for all partners).

### **Federal Corporate Transparency Act ("CTA")**

The Federal Corporate Transparency Act, which requires most companies and their beneficial owners to register with the US Department of Treasury Financial Crimes Enforcement Network (FinCen) was enacted by Congress. If you are currently registered with the Secretary of State, you will also need to register with the federal government between January 1, 2024, and January 1, 2025. If you established a new business after January 1, 2024, and are required to register with the secretary of State, you will have 90 days to then register with the federal government at [fincen.gov](https://fincen.gov).

**It's important for all business owners to be aware of these new filing requirements as there are penalties for missed filings.** You can read more at [fincen.gov/boi](https://fincen.gov/boi). We suggest reviewing the Small Entity Compliance Guide on the FinCen website to see how this new rule could affect your business transactions going forward. **However, assisting companies with complying with the CTA is not within our scope of engagement.** Consider consulting with a legal counsel if your company has questions regarding the applicability of the CTA's reporting requirements.

## Additional Terms:

### Tax Penalties & Interest Charges

Penalties on underpayment, late filing, or failure to file on time and interest charges on unpaid taxes are your responsibility. If you receive a penalty imposed as the result of our error, we will reimburse you for the penalty or credit your account at our option.

### Informal Tax Advice

Advice, suggestions, and opinions which are given informally, orally or via email, do not have the same force and effect of a formal written opinion and should not be relied upon to the same degree. The IRS says that any advice which you receive from us, either in writing or orally, cannot be used as a defense against the assessment of a penalty.

### Payment Guaranty

If you are engaging our firm on behalf of an entity such as a corporation, partnership, LLC, estate or trust, the signer of this letter agrees to personally guarantee the payment for services rendered in this engagement.

### Electronic Communications

During the course of these services, we may communicate by e-mail with each other and with other parties you request, such as a bank or mortgage company. We both acknowledge and accept that neither of us can guarantee that e-mail messages are secure and won't be intercepted. As a result, we both agree that neither of us will have any responsibility or liability in connection with e-mail transmissions.

### Dispute Resolution

Should there be any disagreement of any sort between us, you agree to mediation. If mediation is unsuccessful, you agree to binding arbitration under the rules of the American Arbitration Association. The limit of time for making a claim arising from our services is one year after the services are rendered.

### Please check all that apply

<b>Federal:</b>	<input type="checkbox"/> 1040 - Individual	<input type="checkbox"/> 1120 - C Corporation	<b>States(s):</b>	<input type="checkbox"/> N/A
	<input type="checkbox"/> 1041 – Fiduciary	<input type="checkbox"/> 1120S - S Corporation		<input type="checkbox"/> Oregon
	<input type="checkbox"/> 1065 - Partnership			<input type="checkbox"/> Other _____

Client Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**I have read both pages and agree to the terms of this document.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_