

## 2024 Income Tax Return Annual Engagement

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

### Tax Preparer Responsibilities:

Four Seasons Tax Solutions, LLC will prepare your 2024 Federal and State of: \_\_\_\_\_ 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 or self-prepared. We may furnish you with tax organizers or 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:

Taxpayers 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 may cause the termination of this agreement at the preparers' discretion.

Taxpayers agree to disclose any transactions concerning virtual currency so that appropriate actions can be taken.

Please note that any person or entity subject to the jurisdiction of the United States 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. 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, we will presume you do not have any foreign assets or interests and will **not file** any disclosure forms on your behalf. If you and/or your entity have foreign interests or accounts, you are responsible for filing FinCen Form 114 as required by the U.S. Treasury on or before April 15th of each year.

### Other Items:

**You will be automatically enrolled in the firm's 2024 Client Care Protection plan, at whatever level of coverage you select, or what level you have previously selected covering your 2024 income tax return for IRS and/or State correspondence response, Audit Representation for up to 15 hours and Tax Identity Theft, for one low annual fee. The Client Care Plan will be added as a separate line item on your invoice. Please see the brochure for further information. You agree to immediately notify us upon the receipt of any correspondence from any agency covered by this letter.**

**If you elect to OPT OUT of enrollment, any additional work responding to, or advising you how to respond, to notices, not due to our error, will be billed to you at our current tax representation rate of \$225 per hour or the current fee schedule for type of tax representation service.**

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, meals, and related expenses and the required documents to support charitable contributions for at least three years from the filing date. It is also your responsibility to carefully examine and approve your completed tax return **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 the resulting taxes, penalties, and interest. We will rely, without further verification upon information you provide to use from 3<sup>rd</sup> parties including, but not limited to, K-1's, 1099's, 1098's, W-2's, receipts, and similar items. **We DO NOT automatically file tax extensions** for clients. You must notify us if you wish to file an extension. The notification should include your estimate of any balance due with the extension. **We must receive your information by March 15<sup>th</sup>** in order to complete your return in a timely manner. Information received after that date **may** cause your return to be extended after the April 15<sup>th</sup> 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. 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 unless additional copies are requested at the time the return is prepared.

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 \$150.00 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.