



Engagement Agreement Contract 2023 Individual Tax Preparation

This Engagement Agreement Contract allows Uhart Tax & Financial to prepare your **2023** individual tax return(s). Should you have any questions about the agreement, please contact us prior to signing. By your signature below you hereby agree to the terms contained herein.

ENGAGEMENT LETTER & STATEMENT OF BILLING POLICIES

Thank you for choosing Uhart Tax & Financial to assist you in your tax preparation needs. This letter confirms the terms of our engagement with you and outlines the nature and extent of the services we will provide. To ensure an understanding of mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following.

UTF will prepare your Individual Tax Return based upon information furnished by you. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information to avoid improper reporting and possible Internal Revenue Service ("IRS") penalties. We may furnish you with tax organizers, questionnaires, and worksheets to guide you in gathering the necessary information and to keep from overlooking pertinent information.

To maintain our commitment to deliver exceptional customer service during the busy tax season, we adhere strictly to specified requirements and deadlines. **Our submission deadline to our office is March 16, 2024, to begin your tax preparation process.** It's crucial to emphasize that any client reaching out after the March 16th submission deadline set by our office will necessitate either an extension of the filing deadline or may result in a referral to another qualified tax professional. If you know you cannot make the March 16th deadline but would like to proceed with an extension sooner than later, please let us know at your earliest convenience.

We value each of our clients and are committed to fostering a relationship built on mutual respect for your time and ours. Your time is important to us, and we strive to ensure a respectful and efficient collaboration.

TAX FILING DAY IS APRIL 15, 2024

Our main objective with this Engagement Agreement is to provide you with a clear understanding of the services covered by your signature below. Please read it in its entirety. If you have any questions regarding any items contained in our Engagement Agreement, please let us know.

Uhart Tax & Financial will provide you with clear instructions and regular updates on the status of your tax preparation.

We may furnish you with tax organizers, questionnaires, and worksheets to guide you in gathering the necessary information and to keep from overlooking pertinent information but make no guarantee these items will provide audit proof tax preparation, it is ultimately your responsibility to keep and maintain accurate books and records.

We will prepare your 2023 Individual Tax Return based upon information furnished by you using the guidance of the tax laws. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information to avoid improper reporting and possible Internal Revenue Service or state tax agency ("IRS") penalties.

We are responsible only for preparing the returns listed above. Our work in connection with the preparation of your tax returns does not include any procedures designed to discover fraud, theft, embezzlement or other irregularities, should any exist, nor are we required to provide tax planning or tax representation before the IRS or state tax agencies under this Engagement. Additional services are available under a separate engagement.

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 the taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us. The laws of the State of California shall govern this agreement.

CLIENT RESPONSIBILITY:

- You agree to provide us with all income and deductible expense information. If you receive additional information after we begin working on your return, you will contact us immediately to ensure your completed tax returns contain all relevant information.
- You affirm that all expenses or other deduction amounts are accurate and that you have all required supporting written records. In some cases, we will ask you to review your documentation. You must be able to provide written records of all items included on your return if audited by either the IRS or state tax authority.
- You have the final responsibility for income tax returns and are signing under penalty of perjury you agree with the information contained therein. Therefore, you should review all tax returns carefully before you sign any document authorizing us to file electronically such tax returns for you (or before you sign them for filing and mailing, if they are not filed electronically). If your taxes are paid from or your refund is deposited directly into any checking, savings or investment accounts, be sure to check the correct routing and account numbers are on the tax returns prior to authorizing the tax returns for electronic filing (or before you sign them for filing and mailing, if they are not electronically filed). In addition, it is your responsibility to make timely payments of taxes due as well as paying in withholding or quarterly estimated tax payments if you are required to do so.

DISCLOSURE AND USE OF TAX INFORMATION/PRIVACY POLICY: You will receive our Consent to Disclosure and Use of Tax Return Information for review and signature or to initial if you choose to opt-out. A copy of our Privacy Policy will be provided annually in your completed tax return copy or within your client portal.

COMMUNICATION: UTF utilizes both chat messages within the secure client portal (powered by TaxDome), and e-mail communication tools. Please be aware e-mail and text are NOT considered secure methods of communication and as such could be intercepted, read, disclosed or otherwise used by an unintended third party, nor can the delivery to the intended recipient be verified. It is the policy of UTF to use discretion when sending e-mails to our clients and we will attempt to minimize exposure to sensitive information by these means. It is UTF's policy to not send any information to third parties on your behalf (mortgage lenders, banks, etc.) We will not accept any documents, pictures, etc., via email/text. By sending and receiving communications with these methods, including but not limited to pictures, documents and sensitive personal information via e-mail, you hereby agree that UTF shall have no liability or any loss of damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenue or anticipated profits, or disclosure or communication of confidential or proprietary information.

SECURE CLIENT PORTAL: We use a secure client portal powered by TaxDome. For more information related to the client portal and its security you can contact us or TaxDome.

RECORD RETENTION: It is our policy to keep records related to this Engagement digitally if you are a current client however, we are only required to maintain such records for a period of three (3) years after the end of this Engagement, after which time such records may be destroyed without notice. UTF does not keep any original client records, 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 an unspecified period. It is recommended to maintain tax records indefinitely as information could be used to assist in obtaining future financial assistance such as social security. You will be able to download a secure copy of your completed tax return(s), income documents, acknowledgment of electronic filing, certain communications and electronically signed documents. This is offered as a courtesy and it is your responsibility to maintain such records and keep all proof of mailing (paper filed tax returns), and it is thereby recommended you maintain a backup copy of such documents in a secure location. Current clients will have access to the client portal, however non-returning clients will lose access after one (1) year, therefore it is highly recommended you download and store copies of your tax documents on your own.

DEADLINES: All personal income tax return information MUST be received by our office **no later than March 16th (third Saturday)** to ensure completion before the due date of April 15th. (**homework is due by 3/23 - fourth Saturday**). If you are on a valid Extension, the deadline to submit information to our office is September 15th. Failure to adhere to these imposed deadlines may result in the termination of this Engagement and in the loss of your deposit for services due to your non-compliance with the Agreement.

NO EXCEPTIONS, OFFICE DEADLINES WILL BE ENFORCED.

EXTENSIONS: If your tax information is received after our March 16th submission date, it is understood by you that your tax return will need to be extended either by our office or you can file an extension form on your own. If we have your initial information prior to the submission deadline but there is any missing information or other circumstances beyond our control, extensions may be mandatory.

There will be an additional Extension Fee of \$50.00 due before filing such extension on your behalf if the extension is not due to our delay.

You should keep in mind that this would be an extension of *time to file the tax returns only, not an extension of time to pay the tax liability, even estimated*. Penalties and interest could accrue due to late filing and/or late payments regardless of an extension. If your tax liability (estimated or actual) is not paid by the April 15th due date, you will incur late payment penalties and interest. Failure to file a tax return, or an extension requesting additional time to file, will result in failure to file penalties as well. *Any penalties and interest associated with filing an extension or a tax return are the sole responsibility of the taxpayer.*

Once we agree that an extension will be filed, **we require that you provide all documentation 30 days before any tax extension deadline (September 15th for the October 15th deadline)**. If you submit the requested documents late to our office, after the 30-day deadline date AND wish to file the return by the IRS deadline, UTF may impose an expedited fee of \$100 in addition to your tax preparation fees. If we do not receive ALL your tax return information 30 days before any extension deadline date, then we reserve the right to suspend services or withdraw from this Engagement. UTF is not required to follow up and remind taxpayers of deadlines, nor are we required to file an extension form on your behalf, even if we have some documentation from you, it is your responsibility to maintain tax compliance throughout the year. E-file is shut down usually after the October 15th deadline until the following January, therefore you also understand if you are past the due date, you will be required to paper file your tax returns, in which additional processing fees maybe incurred due to additional printing costs incurred by UTF.

Uhart Tax & Financial will **not** file an extension of time on behalf of any client without payment for extension and a signed engagement terms of understanding statement from the taxpayer.

FEES: We believe our tax preparation fees to be fair and reasonable for the level and quality of service provided and relative to other firms in our area. Fees are based upon our standard form fee schedule within our tax software and are calculated at the completion of your tax preparation. Our standard fee rates are based upon the actual forms used in your unique tax return. Additional charges for complexity, excess data entry, research and out-of-pocket expenses may apply. Your tax preparation fee for matters under this Engagement agreement however does not cover additional services requested by you such as, but not limited to tax planning, projections, research, responding to notices, IRS/FTB correspondence, or audit representation, payment plan set up with tax agencies, etc; as those additional services will be billed under separate billing terms and engagement.

Our fees are not contingent on the results of our service or outcome of your tax return. **Fees for this Engagement must be paid prior to the delivery of completed tax return(s), release of results and prior to filing of such tax returns. All clients are required to pay an upfront deposit for services which will be applied to your final invoice.** While it is almost impossible to provide an estimated fee for services until your tax forms are received, reviewed, and entered in the tax software, thereby generating the forms to use, upon request we may be able to provide a ballpark figure. However, we make no guarantees to any estimated fees presented as a quote to you, your actual fees may exceed or be lower than the original fee estimate. Should the final return fee differ significantly we will attempt to explain the difference for you, however since our fees are not contingent on the results of your tax return, results will not be released until all fees are paid in full.

***Deposit for Services:** A non-refundable deposit is required upon acceptance of engagement. Deposits allow our office to start processing a tax return upon receipt of your tax information and covers such time spent as well as document organization, data entry time and client education on subject matter as needed. Deposits will be applied to the final invoices upon completion of tax preparation services per this Engagement Agreement or termination of services by either party. See below for additional information on termination of services.

- **Current year tax returns - Minimum deposit required is \$450.00**
- **Prior year tax returns - Minimum deposit required is \$500.00**
(Prior year returns may also require additional fees associated with Power of Attorney services and representation, if client cannot provide all records required for filing or additional services as needed.)

We accept Check, Cash, Money Orders, Credit Cards and/or Debit Cards. If you have any billing questions, contact Angela Ledwedge in our office to discuss.

***Rerun or recalculation** and reprint of completed tax return(s), but not yet filed, due to the submission of additional data by you, the client, is a minimum fee of \$75.00.

***Amended returns** required after our office submits your tax return for filing has a minimum fee of \$350.00, plus any form fees for the additional forms required to be submitted. If an amendment is due to an error on our part, we will prepare such amendment at no charge, and reimburse only penalties related to such error.

(If you realize you missed providing information for your tax return, it is imperative to notify us immediately to determine the best course of action to minimize penalties/interest which may be imposed on you by the taxing agencies. UTF is not responsible for additional penalties/interest resulting from your omission of information.)

***Additional paper copies** of your tax returns will be at a charge of \$25.00 per tax year. A pdf file of your final client copies as filed with the tax agencies is available to all clients within their client portal, regardless of your access to the portal or not. If requested at the time of tax preparation, we will provide a paper copy to you as well. Any copies of a prior year return to be printed will incur a charge of \$25.00 per tax year as well for additional staff time spent finding, printing and providing this information to you.

***Additional Services** will be billed per project needed under a separate engagement at UTFs rates at the time of service, unless during the 1-year coverage of a Client Care Package and services would be included per the terms of the level plan paid for. See below for Client Care Package options.

~Power of Attorney services with annual monitoring

~Tax Planning/Withholding Review

~Estate/Trust Planning

~Research

~Audit representation

~Bookkeeping/Record Review

~Responses and/or representation with any governmental agency on your behalf (not including audit representation)

***Invoices and Late Payments: Full payment is due and payable upon the completion of your tax returns and before we file the returns electronically (or prior to us delivering the returns to you, if not electronically filed).** Invoices generated upon completion and all remaining unpaid balances will accrue interest at the rate of 1.5% per month until paid in full. In the event we should have to pursue collection actions, you agree to reimburse us for all costs of collection, including, but not limited to, legal fees, collection agency fees, court costs, etc. You also authorize us to release any information necessary to collect our fees.

***Returned Checks:** Checks returned for insufficient funds or closed account will be charged \$25.00 and you will have 10 days to resubmit valid funds to pay your balance or in accordance with California Law we will collect treble damages which is the amount of the check and up to three times the amount of your original check, plus any additional collection costs if incurred.

CLIENT CARE PACKAGES: Client Care Packages, available to all clients, aim to enhance your tax and financial well-being at significantly reduced prices. Upon engagement, all clients are automatically enrolled and invoiced in our Emerald Level, the lowest level of coverage we offer, which includes essential services beyond standard tax preparation. While we believe in the value of this coverage, clients have the option to opt out or upgrade to higher service tiers, such as Ruby, Sapphire, or Diamond. Details on the coverage provided at each level can be found on our website: www.uharttax.com/ccp2024.

TERMINATION: The engagement to prepare your tax return(s), for the year(s) specified above, terminates upon delivery of the completed tax return(s) to you (if paper filing), or your signature and our subsequent submittal of your tax return (if e-filing). If you have not selected to e-file your tax return(s) with our office, you will be solely responsible for filing the returns in a timely manner with the appropriate taxing authorities. ***If you terminate this Engagement before completion of your tax returns by our office for any reason, you agree to your deposit being applied as a consultation fee and/or to the final invoice generated for time spent on your matter.*** Any additional engagements for tax planning, representation, audits, etc. will be terminated either after completion of the outstanding issue or based upon the terms contained within their specific engagement. Power of Attorney and monitoring services will terminate upon the end of the last tax year covered unless ongoing issues are still in process, then upon writing or completion. We reserve the right to terminate all engagements with clients which show lack of respect for staff of Uhart Tax & Financial, disregard to request for information by our office, disregard to office deadlines and procedures, or any illegal activities related to tax laws, as we see fit. Terminations by our office for these issues will generate a termination letter and final billing.

If the above fairly sets forth your understanding, please sign the enclosed copy of this letter. Please note that you are affirming to Uhart Tax & Financial your understanding of, and agreement to, the terms and conditions of this Engagement Agreement by any one of the following actions: returning your signed Engagement Agreement to our firm, providing your income tax information to us for use in the preparation of your returns, the submission of the tax returns we have prepared for you to the taxing authorities, or the payment of our return preparation fees. If this is a joint return, we PREFER both signatures, however if only one of you sign, you are signing for both yourself and your spouse.

PLEASE PRINT NAME: _____ (required)

Signature: _____ Date: _____

PLEASE PRINT NAME: _____ (required)

Signature: _____ Date: _____

IMPORTANT DUE DATES:

- March 16, 2024** **Submission Deadline of original tax information due to our office, or extension needed.**
- March 23, 2024** **Homework (missing information) to our office is due.**
- April 15, 2024** **Tax Liabilities/Tax Returns/Extensions/First Quarterly Estimated Tax Payment is due.**
- June 15, 2024** **Second Quarterly Estimated Tax Payment due.**
- September 15, 2024** **Missing Information if on extension/Third Quarterly Estimated Tax Payment is due.**
- October 15, 2024** **Extended Tax Returns are due.**
- January 15, 2025** **Fourth Quarterly Estimated Tax Payment is due.**