

Melissa's Administrative Services

120A Meadowlark Ln, Nicholasville, Ky 40356 · 859-241-1291 · Text 859-519-6164
melissanoe00@melissasadminservices.com · www.melissasadminservices.com

Engagement Letter and Service Agreement Preparation of Your 20____ Business/Entity Tax Return(s)

Scope

MAS will prepare your 20____ business income taxes utilizing the information and documents provided by the client (herein "you"). We may request additional clarification at times, otherwise, we are not responsible for auditing or otherwise verifying information provided by you. Our engagement is designed to prepare your federal, state, and local income tax returns along with supporting schedules.

Not included in the scope of this engagement:

- Sales tax
- Use tax
- Payroll taxes
- State Nexus evaluations
- Other Federal or state returns
- Accounting or bookkeeping necessary to complete the return
- Responding to third parties (including subpoenas)

These are all separate engagements and will be billed separately. If you need to include any of the above engagements with your return preparation, please let us know.

MAS will not audit or otherwise verify the data you submit, although it may be necessary to ask for clarification of some information. Our engagement should not be relied upon to disclose errors, fraud, or other illegal acts. MAS will, however, inform you of any errors or fraud that comes to our attention.

Our responsibility as a tax preparer is limited to the tax period specified above and does not extend to any other periods of which we are not engaged as tax preparers. If information is discovered that affects your prior year tax returns, we will make you aware. We cannot, however, be responsible for identifying all items that may affect prior year returns. If you become aware of such information during the year, please contact us to discuss the best resolution.

Client's Responsibility

You are responsible for properly recording the business/entity's accurate financial activities and for safeguarding the business/entity's assets. It is recommended to keep all documents and records of income and expenses for up to five (5) years. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. **You are responsible for your tax returns; review them carefully before signing them**

After the engagement you are responsible for the pickup of any documents you wish to be returned. These items can be mailed to you address *at an additional cost*.

You are responsible for mailing any returns or documents to the IRS or state taxing authorities if you do not e-file.

Continued: MAS Engagement Letter & Service Agreement

If you receive any letters from the government, please notify us immediately. If needed, returns will be corrected *at no charge*.

MAS will use professional judgement 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. The law provides various penalties that may be imposed when taxpayers understate their tax liability.

Deadlines

Please be aware of the following deadlines set by the IRS. Tax returns with all required information, including a signed engagement letter, will be prepared first. If all required information has not been submitted, including a signed engagement letter, you may request an extension or rush job *at an additional cost*.

If a tax return is not filed in a timely manner, the IRS can assess a late filing penalty.

MAS is not responsible for any taxes or penalties owed.

Entity (Form)	Due Date	Extended Due Date
Partnerships – calendar year (1065)	March 15	September 15
S-Corps – calendar year (1120S)	March 15	September 15
C-Corps – calendar year (1120)	April 15	October 15
C-Corps – fiscal year (1120) <i>except June 30 YE</i>	15 th day of the 4 th month after the year end	15 th day of the 10 th month after year end
Trust and Estate – calendar year (1041)	April 15	September 30
Trust and Estate – fiscal year (1041)	15 th day of the 4 th month after the year end	Last day of the 9 th month after the year end
Exempt Organizations (990)	15 th day of the 5 th month after the year end	15 th day of the 11 th month after the year end
KY Annual Report and Personal Property Tax	April 15	October 15
Information Returns (including W2 & 1099 Misc.)	January 31	January 31

Audits

Your returns may be audited by random selection or based on an entry that the taxing authorities question. MAS can provide assistance with audits as a separate engagement, requiring a separate engagement letter and incurring separate fees. Please let us know if this service is requested.

Disengagement

This engagement is at-will; Either party may withdraw at any time *with written notice*. However, if you withdraw from the engagement before the completion of the tax return(s), you will be billed for the time spent on the returns up until that point.

Limitations

Any litigation arising out of this engagement (other than actions by MAS to collect fees owed) must be filed with one year from the completion of the engagement. Any judgement you obtain shall be limited in amount and shall not exceed the fee charged and paid for the services in this engagement letter.

Continued: MAS Engagement Letter & Service Agreement

Fees

The preparation fee for your tax return(s) varies based on the condition of your records, the complexity of the return, and the amount of correspondence needed, as well as the length of meetings required to obtain complete and organized information. Based upon the amount of work your return requires, MAS may request a retainer.

Please note that fees may also include other factors such as:

- Difficulty of issues
- Accounting/bookkeeping services
- Rush jobs
- Extensions
- Deposit for new clients
- Necessary research

MAS requires full payment BEFORE your return is delivered to you and BEFORE your return is e-filed

Complete Agreement

This Agreement is contractual in nature and includes all relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all parties. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

This Agreement is fully and voluntarily entered into by both parties. Each party states that he, she, or it has read this Agreement, understands all of this Agreement, and executes this Agreement voluntarily and of his, her, or its own free will and accord with full knowledge of the legal significance and consequences of this Agreement. If you agree that the foregoing terms shall govern this engagement, please sign this Agreement in the space provided below. A fully-executed copy will be provided for your records.

MAS is not responsible for providing any of the deductions taken on my tax return(s). I have provided this information from my own records, and I have proof of deductions and income. I give my permission for MAS to prepare my tax return(s) and I have read, understood and agree to the terms of this engagement; I have also read the Privacy Policy of this firm. I understand payment for preparing my tax return(s) is due upon completion of the return(s) and that it will not be filed until such payment is received. By signing this engagement letter, I state that I have complied with the reporting requirements for Form 1099-MISC, 1099-NEC, and Form 1099-K.

Your Signature _____ Printed Name _____

Date _____ Title _____

Company _____

If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administrative (TIGTA) by telephone at 1-800-366-4484, or by email at complaints@tigta.treas.gov
