



Anita C. Simperts, EA

Tax and Payroll Service

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Date: _____ Client Name(s) _____

1. We are pleased to confirm our understanding of the arrangements for your income tax return(s). This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to work.

2. We will prepare your _____ Federal and Specific State(s): _____ Individual Income Tax Form 1040 and related Federal & Specific State(s) individual tax return schedules 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. If you have taxable activity in a state other than that specifically listed you are responsible for providing our firm with all information necessary to prepare any additional applicable state(s) or local income tax returns as well as informing us of the applicable states.

3. Please note that any person or entity subject to the jurisdiction of the United States having a financial interest in, or signature of other authority over, bank accounts, securities, or other financial accounts having an **aggregate value exceeding \$10,000 in foreign country**, shall report such a relationship. Please provide our firm with information regarding any interest you may have in a foreign account and we will be able to prepare any of the required Income Tax related forms and penalties. In the absence of such information being provided, we will presume you do not have any foreign assets or financial interests.

4. If you and/or your entity have a financial interest in any foreign accounts, **you are responsible for filing Form FinCen 114 (FBAR) required by the U.S. Dept. of the Treasury on or before the due date.** By your signature below you are accepting responsibility for filing the FinCen 114 and any other forms or reports required by your connection to foreign banks, corporations, or other organization.

5. Our fee does not include responding to inquires or examination by taxing authorized or third parties. You will agree to immediately notify us upon the receipt of any correspondence from any agency covered by this letter. IRS and other agencies will never call or email a taxpayer. They will always write a letter. Do not click on any links or respond to phone calls or messages. Additionally, in order to protect your identity, we may verify your id, birthdate and social security number, when you call or visit our office.

6. 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, entertainment, and related expenses and the required documents to support charitable contributions for at least three years from the filing date (we recommend longer.) It is your responsibility to carefully examine and approve your complete tax returns before signing. We will rely upon information you provide to us from 3rd parties including, but not limited to, K1s, 1099s, 1098s and receipts and similar items.

7. You agree that you have reported all income you received including barter, Virtual currency, consumer-to-consumer activity, cash-based revenues and all other income whether received in-person, in-kind, or electronically.

8. **We do not automatically file tax extensions** for clients – you must notify us in writing, email or fax if you wish us to file an extension. Additionally, if your return is extended it does not relieve you from paying any tax due on the due date, or making quarterly estimated tax payments for the current year.

9. We 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, we will explain the possible positions that may be taken on your return. When a self-employed taxpayer reduces taxable income, there is also a reduction in income reported to the Social Security Administration, which could reduce current and future benefits for the taxpayer and dependents.

10. It is our policy to keep records related to this engagement for four 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 you records.

11. From time to time during our relationship, you may seek our advice regarding potential investments. We are not investment advisors. We can refer you to qualified investment advisors.

12. The fees for the preparation of your income tax returns will be computed according to the forms and schedules that are needed to file your return, including out-of-pocket expenses incurred. In most cases, fees are due and payable upon completion of the work. We do, however, reserve the right to ask for retainer fees to be paid in advance of work done. Billings become delinquent if not paid within 10 days of the invoice date. If payment is past due, we reserve the right to discontinue any future services on your behalf and/or 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 as required by this engagement letter. You further agree and acknowledge that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis 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 professional services.

13. In recognition of the relative risks and benefits of this agreement to both the client and the accounting firm, the client and the accounting firm 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 accounting 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 accounting firm to the client shall not exceed the accounting firm's total fee for services rendered under this agreement. 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. This does not include penalties and interest that may be levied by the agencies. If you are notified of such a levy you will notify us as expeditiously as possible.

14. Please complete the separate questionnaire for compliance with the individual mandate of the Affordable Care Act. We will rely without independent verification on the information you have provided on the questionnaire to determine your eligibility for credits, application of penalties and reconciliation of any advance credit payments where applicable.

15. We appreciate the opportunity to serve you. Please date and sign this letter to acknowledge your agreement with the acceptance of your responsibilities and the terms of this engagement. Please include this letter with your tax materials or bring it to our appointment. If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

Sincerely,

Anita C. Simpers EA

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

_____ (Client Signature) _____ (Date)