## INDIVIDUAL TAX RETURN ENGAGEMENT LETTER

This letter is to confirm our understanding of the terms of our agreement and outline the nature and extent of services we will provide. Based upon the information you furnish to us, we will prepare your Federal and applicable state income tax returns for 2021. If there are other returns that you would like us to prepare, such as payroll or business personal property returns, please inform us by noting so just below your signature at the end of the returned copy of this letter.

We will also prepare estimated tax vouchers if required, based on your income and withholding taxes for 2022. If you anticipate a substantial change in income or withholding taxes for 2022, please advise us as soon as possible. We will then determine whether an adjustment should be made to your tax estimates.

The following are additional understandings and representations as to the preparation of your **2022** individual income tax returns and other matters.

## As the taxpayer:

1. You understand that by signing the electronic filing permission forms you declare that you have examined the returns and accompanying schedules and statements, and believe them to be true, correct, and complete.

2. You understand that you are primarily responsible for the correctness of the tax returns and for providing us with correct and complete information. As your tax preparer, **Dooley and Company, LLC** will not audit or verify the information provided during the return preparation process. Our work does not include procedures designed to discover defalcations or irregularities.

3. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. In performance of attestation services, you understand that you are responsible for all reporting decisions and accounting functions, and you represent that you have the suitable skill, knowledge and experience to oversee any bookkeeping services or other services we may provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

4. Keep a copy of your tax returns indefinitely and supporting data for seven years. Please note that it is advisable to maintain a copy of your basis in your investments indefinitely. If you have property subject to tax depreciation as part of your **2022** return, keeping a copy of your **2022** return is even more critical due to tax law changes affecting the way depreciation basis is determined.

5. You have furnished to us all known sources of income, except any items that we specifically have informed you are not reportable under current law.

6. All deductions listed are bona fide expenditures actually paid during the year. Certain types of expenditures, such as charitable, automobile, travel and entertainment, meals and home office expenses, are subject to special record-keeping requirements in order to be deducted. For these types of expenses, you are keeping adequate documentation to be able to meet this higher substantiation requirement.

7. You have provided all information required for disclosure of foreign accounts and operations. The U.S. Department of the Treasury requires information reporting with respect to US persons or entities having a financial interest in, or signature or other authority, over bank accounts, securities, or other financial accounts having a value exceeding \$10,000 in a foreign country. The Internal Revenue Service also requires information reporting with respect to US persons who enter transactions with foreign entities such as foreign corporations, foreign partnerships, foreign limited

liability companies, foreign trusts, and foreign disregarded entities. It also requires reporting of certain gifts or inheritances received from foreign persons. Failure to disclose the required information to the U.S. Department of Treasury and/or the Internal Revenue Service may result in substantial civil and/or criminal penalties. Furthermore, failure to file could result in extending the statute of limitations on your income tax return until three years after an omission is remedied. You accept responsibility for informing us of all such situations and reportable assets and timely providing us with the information to prepare the required form (s).

8. In the event that the tax authorities select your return (s) for audit, you understand that you must furnish them every record they legitimately request. Also, if your return is audited, we will be available to represent and/or advise you for an additional fee.

9. Pursuant to IRS regulations relating to privacy matters, you authorize us to utilize any prior year tax returns and tax return information we deem necessary to prepare your **2022** return. If the income tax returns, we are to prepare are joint returns, you are each our client. You each acknowledge that there is no expectation of privacy from the other concerning our services in connection with this engagement. We may construe a directive from either of you to be an instruction on your joint behalf unless otherwise notified in writing.

\*\*In order to meet the **April 18, 2023** filing deadline, the information needed to complete the return should be received in our office **no later than March 18, 2023**. We believe this would be in your best interest to ensure your return is prepared accurately and minimize your income tax to the greatest extent possible.

## As noted, if an extension of time to file is required, any tax due with this return should be paid with that extension. Any amounts not paid by the filing deadline may be subject to interest and late payment penalties. We will require this signed engagement letter prior to filing for any/all extensions.

Our engagement for the above referenced tax work does not include the responsibility to amend or correct tax returns as a result of retroactive tax law changes that may occur subsequent to this engagement or your receipt of amended or corrected W2's, 1099's, etc., received after the completion of the original return. In the event of such retroactive tax law changes or your receipt of amended or corrected W2's, 1099's, etc., we will be available, upon request, to prepare such amended or corrected returns and will render additional invoices for the time and expenses incurred.

Generally, our policy is to put all tax planning advice in writing. Therefore, you should not rely on any unwritten advice because it may be tentative and not represent a final analysis, which can be reached after considering all of the relevant facts. Although we are available to provide you with tax planning advice, we are not obligated to do so unless you specifically request it. In addition, you should be aware that certain communications involving tax advice between you and our firm may be privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone or by turning over information about those communications to the government, you may be waiving this privilege. To protect your rights, please consult with us or your attorney prior to disclosing any information about our tax advice.

Your selection of **Dooley and Company, LLC** to prepare your individual tax returns will be considered as acceptance of the terms set forth in this engagement letter. Payment is due upon completion of your tax return unless prior arrangements have been made. We will progress bill for our work performed and should your return be extended, we will progress bill you for time to project your tax liability due as well as submitting the extension. Our fees for the preparation of your returns will be based upon the complexity of your tax return, the completeness and organization of the data you provide us, as well as the experience level of the professional required to prepare and finalize your tax returns with a <u>base rate of</u> **\$350.00 for an individual federal and single state return**. Additional schedules will impact this fee.

A 1.5% per month (18% per annum) will be added to all balances of \$100 or more and 90 days or older. The minimum charge is \$5.00. Further, where services are required beyond the preparation of the tax returns, the charge for these services will be based on the amount of time required at our standard billing rates plus out of pocket expenses.

If we have not received payment in accordance with the stated terms, we reserve the right to terminate this engagement upon written notification to you. In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, for the time we expend in connection with such response, and to reimburse us for all out-of-pocket costs incurred in that regard.

Our maximum liability to you arising from services rendered under this engagement is limited to the fees paid for these services. Please sign this letter in the space provided and return to us in acknowledgement and agreement with our terms. Your **2022** tax return (s) will not be prepared or extended until this signed engagement letter is returned to **Dooley and Company, LLC**.

We appreciate this opportunity to serve you. If you have any questions or need any additional information, please do not hesitate to call.

You have the final responsibility for your income tax returns. Please review them carefully before you sign electronic filing authorizations or sign and mail your returns.

If the above is in accordance with your understanding of the terms and conditions of our agreement, please sign and return a copy of this letter.

Accepted by:

**Client Signature** 

Date