

TAX RETURN PREPARATION AGREEMENT

This agreement, dated ____ day of _____, 201____, ("Agreement"), is made by and between _____ ("Client"), and REI Tax Firm ("Firm").

- Summary:**
- **You provide all data. We trust you that it is complete and accurate.**
 - **IRS may audit you. If audited, you will have to prove everything.**
 - **If you buy "audit insurance", M. Plaks, EA will defend you if audited.**
 - **You pay us 100% up front. No exceptions, sorry.**

1. **Parties to this Agreement.** The Client employs the Firm as a tax return preparer. The Firm is engaged in the business of providing independent services.

2. **Scope of engagement.** The Firm will prepare the following 201 ____ tax return(s):

☐ Personal ☐ State ____ ☐ PShip/Corp _____ ☐ TX franchise ☐ Amended

3. **Compensation for services and other charges.**

☐ "Flat fee" pricing \$ _____ ☐ per invoice ☐ per preliminary quote, NOT final

NOTE: Flat fee pricing assumes that all submitted data is **complete, clear, and accurate**
Extra \$150 /hr fees apply for data clarification, research, what-if optimization, planning

☐ Hourly rates **\$150 /hr** Up-front retainer \$ _____

☐ Contingency fee **25%** of the refund amount from *amended* return. Retainer \$ _____

Applicable discounts and credits:

☐ Consultation credit \$100 credit from a full-price M.Plaks consultation in the prior 12 mths

☐ Other discount/credit _____

IRS audit insurance: Michael Plaks, EA will represent the Client at no extra charge if this return is audited by the IRS. This insurance **does not** protect you from being audited or from the adverse results of an audit.

☐ Accepted (add \$400) ☐ Declined ☐ Not offered, per Firm's discretion

4. **Payments to the Firm.** All tax preparation services require 100% advance pre-payment. Invoices for additional (hourly) services are payable immediately. Returned checks are subject to \$25 fee, payable immediately by cash or credit card. Invoices unpaid within 2 weeks for any reason will incur surcharge equal to 5% of the invoice balance, per week, starting from the date of service until paid in full.

5. **Confidentiality and Privacy Policy.** The Firm collects nonpublic personal information from the Client and, if necessary, from third parties with the Client's authorization. All such information is treated as *confidential* and is **never disclosed to anyone**, except as required by law or as necessary to provide services per this Agreement and permitted by law. This privacy policy applies to all prospects, clients, and *former clients*. The Firm retains records relating to the services provided per this Agreement, in accordance with professional and government standards. The Firm maintains physical, electronic, and procedural security safeguards to protect the Client's nonpublic personal information.

As a federally licensed Enrolled Agent (EA), Michael Plaks is entitled to a **confidentiality privilege, similar to that of an attorney**. This privilege, however, has **certain legal limitations** and does not apply in criminal cases.

*Short version: we **will not share** your confidential information with anybody, unless legally required to.*

6. **Liability.** The Client bears the ultimate responsibility for compliance, including but not limited to:

- reporting all income received in cash, property, or services from any source
- keeping adequate books, records, and documentation to support all items on the tax returns
- payment of all applicable taxes, penalties, and interest
- timely filing of all documents, including tax returns, extensions, reports, and payments

This liability is not affected by the Client's relying on information or advice obtained from other parties, including but not limited to government agencies, the Firm, and other advisors.

The Firm will not verify the information furnished by the Client and will not reconcile or audit Client's books, records, and supporting documentation. In any case, the Firm shall not assume the Client's responsibility for the validity and completeness of the submitted information.

The Firm shall not be responsible for disallowance of doubtful or inadequately supported tax return items by the IRS or state taxing authorities and the resulting tax liability, penalties, and interest.

Liability of the Firm shall be limited to correcting **errors** made by the Firm while performing services under this Agreement and reimbursing the Client for the government penalties to the extent the penalties are caused by such errors – not to exceed the service fees charged. This provision is not applicable whenever pertinent facts and information were misrepresented, withheld, or not provided timely by the Client or third parties. The Firm shall not be liable for the consequences of any actions taken by the Client or third parties without consulting the Firm, in disregard of its recommendations, or prior to signing this Agreement.

Penalties & interest: All interest charges and all late penalties are always the Client's responsibility.

7. **Disclaimer of Warranty.** Since the tax law is extremely complicated and is subject to interpretations by government agencies and courts and inconsistent implementation – no representations or warranties, including but not limited to implied warranties of any kind, can be made with respect to the services governed by this Agreement.

8. **Arbitration.** Any controversy or claim arising out of or relating to the services rendered pursuant to the terms of this Agreement shall be resolved by arbitration under the procedures established by the American Arbitration Association.

9. **Independent Contractor.** The Parties agree that the relationship created by this Agreement is that of independent contractor – client and not that of employee – employer.

10. **Term of this Agreement.** This Agreement shall become effective immediately and shall continue in effect until terminated by the Parties. The Agreement may be terminated by either party upon written notice to the other party, served by certified mail or hand delivery. Payments accrued for services rendered become due immediately upon termination of the Agreement.

11. **Governing Law.** All matters pertaining to this Agreement (including its interpretation, application, validity, performance, and breach), shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

12. **Entire Agreement.** This Agreement is the entire and complete agreement between the parties. It can only be modified by another written agreement executed by the parties. This Agreement shall be binding upon the parties and their respective heirs, representatives, and successors in interest.

CLIENT	_____	DATE	_____
CLIENT	_____	DATE	_____
REI TAX FIRM	_____	DATE	_____