## D. Jones Accounting, Inc.

143 Jonesboro Road McDonough, Ga 30253

## **Engagement Letter for Tax Return Preparation**

## Dear Client:

Thank you for choosing D. Jones Accounting, Inc. to prepare your Federal and State tax return. This letter is to confirm and specify the terms of our engagement with you and clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

Preparation: We will prepare your federal and state income tax returns solely from information that you provide to us. It is your responsibility to deliver all documents of income and deductions to us in a timely manner. We will not audit or otherwise verify the data you submit, although it may be necessary to ask for clarification of some of the information. Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover fraud, defalcations or other irregularities, should they exist. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them. We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflict between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible. Upon your request, we will furnish you with worksheets and/or an organizer to guide you in gathering the necessary tax information. Your use of such items will assist in keeping pertinent tax information from being overlooked. If you receive other tax information after your return has been completed and e-filed you agree to deliver this information to us in a timely manner. An additional charge may apply for an amended return.

**Document Retention:** You should retain and protect all the documents used in preparing your tax return, (i.e. income, deductions, contributions and canceled checks and other data used) for at least 4 years. These documents may be necessary to prove the accuracy and completeness of the returns to a taxing authority should your return be audited. It is our policy to retain work papers related to this engagement for five years. Upon the expiration of the five-year period, you agree that we shall be free to destroy our work papers used to prepare your return. Once your return is completed, you will be given a copy for your records.

**Limited liability:** You agree that D. Jones Accounting, Inc's. liability to you, hereunder for damages, unless caused by our willful misconduct, shall not exceed the total amount paid to D. Jones Accounting for the services described herein. This shall be your exclusive remedy. Damages include but not limited to penalty and interest charged by IRS or any state taxing authority.

**Letters From Tax Authorities:** If you receive a notice from a taxing authority, you must send a copy of the notice to our office within 30 days of the date on the first notice (phone calls are not an acceptable form of delivery).

**Fees and Payment:** Our fee for the services will be based upon the tax forms used at standard billing rates. Our fee does not include representation time before an IRS audit. Any time required by us to respond to any audit request will be billed at a separate engagement. All invoices are due and payable the day you pickup your completed tax return. Please remember that we do accept credit/debit cards with a 3 % added processing fee. A \$30.00 fee will be charged to all returned checks.

Timely filed returns and extensions: It is our intention to complete your return by the appropriate deadline, normally April 15. However, if we are still missing information with less than two weeks remaining, we can not guarantee to complete your return by the deadline. In this case you should be prepared to file an extension. Note that an extension allows additional time to complete and file your return, but it does not allow for an extension of time for paying any tax due or any penalty that may apply. An estimate of your tax liability will be required, and you may need to include a tax payment with the request for extension as appropriate. It is your responsibility to file your own extension. However, D. Jones Accounting will provide an extension form at your request. If you are filing a joint return, you agree that should you desire separate or individual tax preparation or representation at any time in the future, we can only provide that with full disclosure to both parties. Similarly, if we are preparing a tax return for you and we have previously prepared a joint return for you with a different person, then you agree that we may attempt to obtain or disclose any information we deem appropriate for accurate tax return preparation with the individual you previously filed with or their tax preparer/representative.

**3rd Party Release: D** Jones Accounting does not release your information to ANY outside party unless you specify your request in writing in advance to our office. If you present your return to a third party for any reason (i.e. mortgage company) you agree to inform them that we have no responsibility for the accuracy or the assurance of the amounts reported. From time to time during our relationship, you may seek our advice with regard to potential investments. We are not investment advisors, accordingly, as your tax preparer, we will not advise you regarding the economic viability or consequences of an investment or whether you should or should not make a particular investment.

**Payroll:** D. Jones Accounting offers a complete line of payroll service. Unless you have contracted us to process your payroll in a separate engagement letter we are not rendering any advice concerning payroll, or representing you to any taxing authority regarding payroll form filing and / or payroll tax payments. This includes any monthly, quarterly, and /or annual filing to IRS or any state where payroll forms or tax payments are required.

**E-file**: We recommend that all tax filings including state be sent using E-File. If you choose to have your tax refund directly deposited into your checking account, we require a voided check to verify accuracy of your account. IRS direct deposit cycle is 8-23 days. D. Jones Accounting has no control of when your refund will be deposited by any tax authority. Once your return has been submitted and accepted by IRS and / or state we cannot change, stop or alter your return in anyway. Any tax changes required must be submitted by an amended return subject to an additional fee. If you choose to have our fee deducted from your refund then you must use a Refund Advantage Bank product.

## **Bank Product:**

Refund Anticipation Loans (RALS, Quick Loans, Quick Refunds) are no longer available as a bank product. Bank Products that are offered and available include RAC (refund anticipation check) or direct deposit into your bank account. These products are used to have any or all tax preparations fees paid to D Jones Accounting, Inc. If RAC is chosen, then refund check provided is required to be picked up at our office in a timely fashion.

**Privacy Notice:** As your service provider, we collect information provided by you from your tax organizer, worksheets, documents, computer data files and discussions, information provided to us at your request by brokerage houses and banks, and information that we develop as part of the engagement. We are committed to the safekeeping of your confidential information and we maintain physical and electronic safeguards to protect your information. We are required to keep all information about our engagement confidential. We will not disclose any information about you unless we have your approval as required by law (Rev. Proc. 2008-35), even if you are no longer a client. If you would like your records released to a third party, such as a mortgage lender, in accordance with Rev. Proc. 2008-35 you must sign a disclosure statement.

Because of today's date, we require your company to file for an extension of time for your corporate tax return. If your company owes a tax liability this may result in IRS and state penalties and interest. You agree to release D. Jones Accounting, Inc and any associates from any liability due to late filing.

If this agreement clearly sets forth your understanding, please sign and date this letter in the space indicated.	
Print name	Spouses Name
Signature	Signature
Date	Date