



**SEE Solutions LLC**  
For Your Tax and Bookkeeping Needs  
(304) 670-3284  
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**2019 Entity Engagement Letter**

Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

This letter confirms the arrangements for our tax services. Please read this letter carefully because it is important to SEE Solutions LLC (the Firm) and to you that you understand what you can and cannot expect from our work. If you have any questions about this letter or believe we have misunderstood what you need, please call to discuss this letter before you sign it.

The Internal Revenue Service imposes penalties on taxpayers and on return preparers for failure to observe due care in reporting for income tax returns. In order to ensure an understanding of our mutual responsibilities, we want to confirm the following arrangements:

We will prepare your 2019 federal income tax return, requested state and/or cities: \_\_\_\_\_ income tax returns and 2020 estimated tax payments from information you furnish to us. It is your responsibility to consult with us regarding taxable activity and the possibility of state filing requirements. If you have state income tax filing requirements, but do not file a return, there could be possible adverse ramifications such as an unlimited statute of limitations, penalties, etc. If you are required to register with the Secretary of State, you are responsible for filing your Annual Report. We will prepare this report if you request that we do so. We will not audit or otherwise verify the data you submit, although we may ask you to clarify some of it.

Please note that any person or entity subject to the jurisdiction of the United States of America (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having an aggregate value exceeding \$10,000 in a foreign country, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties. Such disclosure includes filing Form 8938 with this Form 1040. If you do not provide our firm with information regarding any

interest you may have in a foreign account, we will not be able to prepare any of the required Income Tax related forms, and penalties may be due, for which we have no responsibility. In the absence of such information being provided we will presume you do not have any foreign assets or financial interests and will not file any applicable disclosure forms without separate written authorization.

If you and/or your entity have a financial interest in any foreign accounts, you are also responsible for filing Form FinCen 114 required for the U.S. Department of Treasury on or before April 15th of each tax year. US citizens are required to report worldwide income on their US tax return.

In addition, currently the Internal Revenue Service, under IRC §6038 and §6046, requires information reporting if you are an officer, director or shareholder with respect to certain foreign corporations (Form 5471); foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472); U.S. transferor of property to a foreign corporation (Form 926); and, for taxable years beginning after March 18, 2010, if you hold foreign financial assets with an aggregate value exceeding \$10,000 (Form 8938). Therefore, if you fall into one of the above categories you may be required to file one of the above listed forms. Failure to timely file may result in substantial monetary penalties. By your signature below, you accept responsibility for informing us if you believe that you fall into one of the above categories and you agree to provide us with the information necessary to prepare the appropriate form(s). We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

You represent that the information you are supplying is accurate and complete to the best of your knowledge. 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, auto, travel, entertainment and related expenses, as well as, the required documents to support charitable contributions. If you have any questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and filing. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.

**We must receive your information by March 1** in order to complete your return in a timely manner. Information received after that date may cause your return to be extended and completed after the March 15 or April 15 due date. If you need your tax return by a specific date, it is your responsibility to notify us of your requirement prior to us beginning work. We will make every effort to accommodate your needs.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possible applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g. tax agencies and courts), we will explain the possible positions that may be taken on your return. We will adopt whatever position you request on your return, as long as it is consistent with the codes, regulations and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position

taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional assessments. Any items resolved against you by the examining agent are subject to certain rights of appeal. In the event of an examination, we will be available to represent you. Our fees to prepare your return do not include responding to inquiries or examination by taxing authorities. However, we are available to represent you and our fees for such services are at our standard rates and would be covered under a separate engagement letter. When a self-employed taxpayer reduces taxable income, there is also a reduction in earned income reported to the Social Security Administration, which could reduce current and future benefits for the taxpayer and his or her dependents. If you choose to reduce your taxable income, you acknowledge and agree to the potential negative effects on future social security benefits for you, your spouse and any dependents.

It is customary for a married couple and/or business partners to have the same accountant represent both of them in their financial affairs. If you have differences of opinion as to the proper course of action, we will point out the pros and cons of the alternatives, but we cannot advocate for either of your positions. Rules of professional conduct require that we do not withhold any information obtained from one of you from the other. Lastly, if a dispute arises between you so that we cannot perform the work we have undertaken to perform, it will be necessary for us to withdraw as your joint accountant and to advise one or both of you to obtain independent advice.

New privacy laws were established by the IRS effective January 1, 2009 which prohibits us from providing confidential information or copies to anyone other than you without your specific, written authorization. If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees that are a result of attempts to protect any communication as privileged. In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, friend or a business associate. We recommend that you contact us before releasing information to a third party. Our Firm may utilize electronic communication (i.e., fax and email) during this engagement. You consent to our Firm's use of electronic communications and recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent.

It is our policy to keep records related to this engagement for three years after which they are destroyed. However, we do not keep any original client records. Rather, it is our policy to return those to you at the completion of the services rendered under this engagement. Please note that we are not responsible for keeping electronic data including QuickBooks files for any length of time past the agreed upon engagement. You should establish and maintain backup procedures for your business and personal records. When records are returned to you, it is your responsibility to retain and protect your records and a copy of the tax return for possible future use, including potential examination by any government or regulatory agency. We recommend that you keep all

records and supporting documentation along with copies of federal and state tax returns for at least seven years.

From time to time during our relationship, you may seek our advice with regard to potential investments. We are not investment advisors. Accordingly, we suggest that you seek the advice of qualified investment advisors appropriate to each investment being considered. Unless otherwise specifically agreed to in a separate engagement letter signed by both parties, 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.

Once our engagement to prepare your income tax return is completed, you may from time to time also request that we perform additional services such as answering your inquiries on specific tax matters and/or to consult with you on income tax planning. These additional services will be covered as a separate engagement with the applicable fees at our standard rates.

Fees for our services will be at our standard rates for tax work which vary according to the degree of responsibility involved and experience level of personnel assigned to your engagement. We reserve the right to increase or decrease our fees based on the level of the services rendered. Our services will conclude upon delivery of the completed tax returns discussed above or upon our resignation from the engagement. Invoices are due and payable on presentation, unless prior arrangements have been made. Past due balances are subject to rebilling and finance charges. You further acknowledge and agree that in the event we stop work or withdraw from this or any other engagement as a result of your failure to pay on a timely basis for services rendered, we shall not be liable to you for any damages that may occur as a result of our ceasing to render services.

The IRS Code section 199A may be applicable to your tax filings for 2019. We will provide guidance, as best as we can, based on our interpretation of this code section. Many unanswered questions have arisen in the tax profession and the IRS, in many cases, has yet to provide authoritative guidance. Further, the planning possibilities embedded in this code section may provide unintended results in other facets of tax planning such as pension, FICA tax, reasonable and unreasonable compensation, entity selection, etc.... By executing this engagement letter, you are asserting that you are aware of the difficulties in tax planning created by this newly formed code section and waive any liability against our Firm for either failing to contact us prior to December 31, 2019 and/or subsequent authoritative guidance by the tax courts, IRS and other agencies that may affect tax planning and preparation for 2019.

In recognition of the relative risks and benefits of this agreement to both you and SEE Solutions LLC (the Firm), you and the Firm have discussed and have agreed on the fair allocation of risk. As such, you agree, to the fullest extent permitted by law, to limit the liability of the Firm for any and all claims, losses, costs and damages of any nature whatsoever, so that the total aggregate liability of the Firm to you shall not exceed the Firm's total fee for services rendered under this agreement. You and the Firm intend and

agree that this limitation applies to any and all liability or cause of action against the Firm, however alleged or arising, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period to bring claim against the Firm for errors or 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.

We appreciate the opportunity to serve you. Please sign, date and return to us this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. ***It is our policy to initiate services after we receive the executed engagement letter.***

Sincerely,

SEE Solutions LLC

**I have read and agree to the above terms of this engagement letter:**

Name of Entity: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Use: Client Code: _____
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