

2020 TAX ENGAGEMENT FOR _____

We appreciate the opportunity to work with you. This letter is required to specify and confirm the terms of our engagement with you and to clarify our mutual responsibilities in the preparation of your tax returns. The law provides various penalties that may be imposed on taxpayers, and potentially on us as return preparers, for failure to observe due care in reporting for income tax returns or when there is an understatement of tax liability. Therefore, we require you to confirm the following arrangements concerning the nature and limitations of the services we will provide by reading, signing and returning this engagement letter to our firm.

Kongs & Seib, P.A. will prepare your 2020 federal Form 1040 and requested state income tax return(s) and related forms and schedules from information which you will furnish to us. We will not audit or otherwise verify the data you submit, although we may ask you for clarification of some of the information. It is your responsibility to provide all the information required for the preparation of complete and accurate returns.

You are responsible to provide to us any and all information regarding income derived from or in a foreign country or investments or accounts in a foreign country. 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 United States federal 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 we will not prepare or file any applicable disclosure forms. You are responsible for any foreign country tax or reporting requirements.

You are responsible to provide to us information on all income you received including barter, crypto-currency, consumer-to consumer activity, cash-based revenues and all other income whether received in-person, in-kind, or electronically. You also confirm that you have or will timely file any applicable required Forms W-2 and W-3 with the Social Security Administration and IRS for business employees or home-workers.

State sales tax laws regarding the collection and remittance of sales tax by both in state and out of state business and individual sellers of goods and in some case services require separate registration, collection, filing and payment with many states. We are not engaged to, nor will we, determine whether individual state sales tax rules apply to your business, if any. Determination of whether an individual state's sales tax rules apply to your activities are your responsibility. Failure to register and file with an appropriate state may expose you to severe penalties.

We do not keep original client records, so we will return those to you at the completion of the services rendered. It is also your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. It is our firm's policy to retain copies of your tax returns for seven years, after which they will be destroyed.

Your returns may be selected for review by the taxing authorities. We are not responsible for the disallowance of doubtful or inadequately supported deductions, nor for resulting taxes, penalties and interest. You have the final responsibility for the completed income tax returns and, therefore, you should carefully examine and approve them before signing them or the electronic filing authorization. Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations and/or irregularities, should any exist.

Fees for our services will be at our standard rates plus expenses. Our fees do not include responding to inquires or examination by taxing authorities. However, we are available to represent you and our fees for such services would be covered under a separate engagement letter. All invoices are due and payable upon presentation, and past due invoices will be subject to a finance charge of 18% per annum.

To the fullest extent permitted by law, you agree to limit our liability to you for any and all claims, losses, costs, and damages of any nature whatsoever, so that our total aggregate liability to you shall not exceed our total fee for services rendered under this agreement. The parties intend and agree that this limitation apply to any and all liability or cause of action against us, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period, beginning upon the date of the tax professional's signature on the tax returns covered by this engagement letter, to bring claim against us for errors and omissions. This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on the heirs, successors and assigns of you and us.

If any dispute arises among the parties, they agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Please sign and date this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. We are pleased to have you as a client and appreciate this opportunity to be of service.

Accepted by: _____ Date: _____ Date: _____
(Taxpayer) (Spouse, if applicable)