

Gwizdala & Associates

CONSULTANTS & ADVISORS SINCE 1984

ANNUAL ENGAGEMENT AGREEMENT

4519 Allendale Drive
White Bear Township, MN 55127
T: 651-772-2202
F: 651-774-5965

ANNUAL ENGAGEMENT LETTER

Thank you for engaging us to assist you. We will provide you with these services (as checked):

- () Individual Tax Preparation: [] 2014 [] _____ [] _____ [] _____
() Business Tax Preparation: _____
() Estimated Taxes & Planning

Here are the terms of our professional relationship:

- A. We will prepare our work product based only on information which you give us. You represent that you will provide us information which is complete, true and correct, disclosing all relevant facts. We will restrict our services to those which are shown above with no continuing obligation to update or provide other services. You must request the filing of an extension if need be.
- B. You've reviewed our tax organizer and completed it as best you can. If you prefer not to use the organizer, you must still complete and return the questionnaire and agreements. (We will review the tax organizer, and in some cases, we may assist in completing it by documenting things you tell us. This is to be construed as if you prepared it in your own handwriting.) The IRS says it is your responsibility that all items of income and expenses are properly included and presented on your tax return. You promise to review the returns carefully before signing and submitting Form 8879.
- C. We will e-file your returns upon receipt of payment for the preparation of the return and a signed Form 8879. It is possible your e-filing may be rejected, in which case we will prepare the returns for paper filing. There will be an additional charge for re-compiling the returns for paper filing. We are required to file your returns electronically unless you specifically instruct us not to. There is an additional fee if you opt out of filing electronically.
- D. Fees for our tax preparation services are based on forms and time spent organizing records. You may request an estimate at the time of your appointment or when your preparer reviews your documents. Prepared returns will not be released or electronically filed without full payment. See the included Finance Policy Agreement and return it signed with your tax documents.
- E. You're aware of IRS record keeping and documentation requirements and you represent that you have the necessary documentation. You understand we won't audit or verify your information.
- F. Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to us without verification by us.
- G. In accordance with our firm's current document retention policy we will retain our work papers and your tax returns for your engagement for five years. We will provide you a copy of the depreciation schedules and tax returns that should be a part of your books and records. All of your original records will be returned to you. After five years, our work papers and files will no longer be available. A copy of your return will be sent to your online access portal with your email address on file. You have access to this portal 24 hours a day. You are able to email and print copies of your returns from the portal. If you need us to print a replacement, our standard fee will apply. This fee is currently \$35. This fee will also be charged if you would like us to provide information to a third party including electronic deliveries. A signed 3rd Party Authorization form will be required from you before any information is sent.

- H. Our fee does not include responding to inquiries or examinations 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. You agree to immediately notify us upon the receipt of any correspondence from any agency covered by this letter.
- I. There may be elections and decisions in your return which could be challenged by tax authorities. If we believe we see a grey area, we will use our professional judgment in resolving questions where the tax law is unclear. We are required by law to disclose any position on a return for which there is a reasonable probability of challenge. Tax law is ever-changing. It is possible that you may be assessed additional tax, interest, or penalties. While we try our best, we are human and occasionally make mistakes.
- J. Penalties on underpayment, late filing or failure to file on time are interest on unpaid tax and are your responsibility. If you receive a penalty imposed as the result of our error, we will reimburse you for the penalty or credit your account at our option.
- K. We will return all the original source documents provided to us. We routinely scan and keep copies of some supporting documents, but we are not the custodian of your records, and you cannot rely upon us to maintain support for your tax return – that is your responsibility. By accepting the return, you acknowledge the return of all original source documents.
- L. Should there be any disagreement of any sort between us, you agree to mediation. If mediation is unsuccessful, you agree to binding arbitration under the rules of the American Arbitration Association. The limit of time for making a claim arising from our services is one year after the services are rendered.
- M. Advice, suggestions and opinions which are given informally, orally or via email do not have the same force and effect of a formal written opinion and should not be relied upon to the same degree. The IRS says that any advice which you receive from us, either in writing or orally, cannot be used as a defense against the assessment of a penalty.
- N. In the case of work product covering more than one party, the undersigned enters into this agreement on behalf of all affected parties (i.e., husband signing for both spouses).
- O. If any provisions herein are inoperative, the remainder of this agreement shall remain in full force and effect. This agreement is intended as the complete agreement and can only be modified in writing signed by both of us.
- P. In order to complete your tax return by April 15, 2015, we must have the complete information necessary to file an accurate tax return no later than April 1, 2015. In the event we receive your information between April 1, 2015 and April 14, 2015, we may need to extend your income tax return to October 15, 2015.

Thank you for this opportunity to work with you. By signing below, you are acknowledging that you have read, understand, and accept the conditions of this agreement on ____ / ____ / ____.

Taxpayer – Print

Spouse - Print

Signature

Signature

Email

Email

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2015 FINANCE POLICY AGREEMENT

Dear Valued Client,

Today in the world of rising costs, we are trying to keep our fee increases to a minimum by updating our finance policies. The following will assist in reducing our overhead, thus passing the savings along to our clients. We operate on the policy of fair exchange.

ALL TAX CLIENTS

1. All tax clients who pick up, access their completed returns electronically, or have their completed returns mailed to them are required to pay in advance of the work being in their possession. We accept VISA, MasterCard, Discover, debit cards, or cash.
2. Organize your records by use of our organizer which can be accessed via your online access portal.
3. Give us complete and accurate records.

NOTE: Any time spent organizing records or calling for incomplete data will be billed on an hourly rate over and above your regular fee. Help us save you money by giving us complete, organized records.

BUSINESS CLIENTS

1. All clients receiving **monthly services** should have information in by the 10th of every month.
2. All **quarterly payroll clients** must have work in by **April 10th, July 10th, October 10th, and January 10th**.
3. Information must be in an **organized fashion**.
4. Information must be **complete** and include the data on your personalized checklist.
 - a. Check stubs with completed information including date, payee, amount and a short description.
 - b. Bank statements for the period.
 - c. Deposits must be clearly marked detailing the income, loans and/or owner contributions.
 - d. Payroll records and applicable payroll returns (941, State Unemployment, State W/H, etc.).
 - e. Sales reports and applicable sales/use tax returns.
 - f. Documents for any unusual transactions (new loans, equipment purchases, etc.).

NOTE: Any time spent organizing records or calling for incomplete data will be billed on an hourly rate over and above your regular fee. Help us save you money by giving us complete and organized records.

RETAINER CLIENTS

With many of our new clients, we cannot judge length of time to give an estimate of cost due to the complex nature of the work. In that case, we ask for a retainer fee which we bill against. We will let you know when the retainer amount falls to \$200.00 and ask for an additional amount to resume to work.

Date

Company / Business Name

Signature