

2022 ESTATE & TRUST TAX ORGANIZER



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702-509-1122

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Engagement Letter for Tax Preparation Services

Client(s) Name: _____

This letter confirms the terms of our tax engagement and clarifies the nature and extent of the professional services that we will provide.

Preparation: We will prepare the following **Individual Tax** returns:

Federal - Tax Year(s) _____ State(s) / Tax Year(s) _____

We will prepare the following **Business Tax / Estate / Trust** Returns:

Federal - Form / Tax Year(s) _____ State(s) /Tax Years _____

This engagement pertains only to the listed tax year(s), and our responsibilities do not include preparation of any other tax returns that may be due to any taxing authority. Our services are not intended to determine whether you have filing requirements in other taxing jurisdictions than the one(s) you have informed us of. This engagement does not apply to services related to an audit of the return by a government agency, additional correspondence with a government agency, or other services that may be required after filing of your returns. We are available under the terms of a separate engagement letter to provide Audit Services or a nexus study that will enable us to determine whether any other state tax filings are required. We will not audit or otherwise verify the data you submit, although we may ask you to clarify some of it for us. We will render such bookkeeping assistance as we find necessary for the preparation of the income tax returns at an additional charge when necessary to properly prepare the return. You must review the return carefully before signing to make sure the information is correct. Our work does not include any procedures designed to discover defalcations or other irregularities, such as fraud or embezzlement, should any exist.

You agree to furnish all information that is necessary for the preparation of the above tax returns and are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the financial records. You are responsible for disclosing any foreign accounts that may trigger a filing requirement. You are also responsible for maintaining sufficient documentation to substantiate all items of income and deduction claimed, including travel and entertainment expenses. We recommend that you provide photocopies or digital copies of all tax documents to prevent any loss of data. T.M. Tax Practices, LLC will not be responsible for lost originals. T.M. Tax Practices, LLC conducts business via the U.S. Postal Service unless you request otherwise, and will not be responsible for any lost or stolen documents.

Requirement to File Electronically: We are required by law to file most income tax returns electronically. If your return cannot be filed electronically, or you request a waiver from the electronic filing requirement, we may require your approval and signature on a waiver document. In this case we will supply you with paper copies and envelopes for sending to the appropriate Federal and State agencies.

Fees & Payment: Our fees will be based upon the complexity of your tax return(s), time required, as well as out-of-pocket costs and processing and handling fees. If you request an estimate, we will give you a non-binding estimate based upon your representations about the complexity of your tax return(s). We make every effort to hold fees to the amount of your estimate. Because unforeseen or changed circumstances might affect this original fee estimate, your actual fees may exceed the original fee estimate. It is our policy to notify you as soon as practical when the fees exceed the original fee estimate.

T.M. Tax Practices, LLC reserves the right to ask for a retainer, based on the estimated price of the tax return. If the cost of preparation exceeds the retainer, the difference must be paid before we file your returns. Any excess will be refunded. If a retainer is required but not paid, services will be terminated. If a retainer is not required, we require full payment of preparation fees before we file your returns. Payment information is required prior to the commencement of preparation of the tax return. However, you will be notified prior to payment processing.

Liability: You agree that T.M. Tax Practices, LLCs' liability hereunder for damages, unless caused by our gross negligence or willful misconduct, shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy. If you should receive a notice from a taxing authority, you must provide a copy within 30 days of the date on the first notice. In the event of an examination or other government contact, we are available for a fee to represent you upon request.

Document Retention: It is our policy to retain work papers related to this engagement for seven years. Upon the expiration of the seven-year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. You should retain the tax records related to the current year's tax returns, including any receipts, statements or other supporting documentation, for at least seven years after it was filed, since any additional assessments are usually made during this period. Once your return(s) is (are) completed, you will be given a copy for your records.

Privacy Notice: As your service provider, we collect information provided by you from your tax organizer, worksheets, documents, computer data files and discussions. It may also include 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, even if you are no longer a client. If you would like your records released to a third party, such as a mortgage lender, you must provide us a signed disclosure statement in a timely manner. A copy of our disclosure statement can be found on our website.

Confidentiality Assurance, But Not Attorney-Client Privilege: Information you provide will be kept confidential. However, our discussions are not protected by any form of attorney-client privilege. We will advise you to consult with an attorney at any time we feel it may be appropriate.

Jurisdiction: Notwithstanding anything contained herein, both T.M. Tax Practices, LLC and you agree that regardless of where you are domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into in our office located in Clark County, Nevada USA, and Clark County, Nevada, USA, shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of Nevada.

Agreement: If the foregoing correctly sets forth your understanding of our tax engagement, please sign this letter in the space below. We want to express our appreciation for this opportunity to work with you and sincerely appreciate your engagement in this matter.

_____ Date _____ Date _____
Client signature *Spouse signature (if applicable)*

Credit Card Authorization Form

Please complete all fields. Payment information must be obtained prior to the commencement of work. However, payment will not be processed until the tax return(s) have been prepared and prior to filing. You may request a quote for tax preparation services prior to the commencement of work. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until canceled.

Credit Card Information	
Card Type:	<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> Amex
Cardholder Name (as shown on card):	_____
Card Number:	_____
Expiration Date (mm/yy):	_____ CVV: _____
Cardholder ZIP Code (from credit card billing address):	_____

By signing below I authorize T.M. Tax Practices, LLC to charge the above credit card for agreed upon services.

- I would like to add Audit Protection* for an additional \$75.00. I understand that this amount will be added to my tax preparation fees at the time of billing. By not checking the box I am opting out of Audit Protection which means that all audit or correspondence services will be billed at \$250.00 per hour.

Cardholder Signature

Date

**Audit Protection includes representation by a licensed professional to assist you with a covered federal or state income tax audit or notice. This is limited to tax returns prepared by T.M. Tax Practices, LLC. In addition, Audit Protection does not provide legal assistance nor representation before Federal or State courts, including Tax Court.*

Estate and Trust General Information

Estate or Trust Name _____

Estate or Trust EIN _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Fiduciary's Name _____

Fiduciary's Title _____

For Trust Tax Returns only:

Type of Trust

Trust Creation Date _____

- Simple Trust
- Complex Trust
- Grantor Trust
- ESBT Trust

For Estate Tax Returns only:

Decedent's Date of Death _____

Decedent's SSN _____

Please provide the following items if we are preparing Form 1041 for the plan for the first time:

- Copies of Trust documents and amendments or Will.
- Prior two years' Forms 1041, if applicable.

Estate and Trust Questionnaire

Did the estate or trust receive tax-exempt income? If "Yes," enter the amount of tax-exempt interest income and exempt-interest dividends Yes No

Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement? Yes No

At any time during calendar year 2022, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? Yes No

During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? Yes No

Estate and Trust Income

Did the estate or trust receive income from interest, dividends, sale of stocks and other capital assets? If "Yes", please provide copies of the corresponding Forms 1099 and complete the attached tax organizer worksheets if needed. Yes No

Did the estate or trust conduct an active trade or business? If "Yes", please complete the attached worksheet named "Schedule C - Profit or Loss from Business". Yes No

Did the estate or trust receive income from rental real estate activities or royalties? If "Yes", please complete the attached worksheet named "Schedule E - Income or Loss from Rental Real Estate & Royalties". Yes No

Did the estate or trust have ownership in a partnership or S-Corporation or receive income from other estates and trusts? If "Yes", please provide full copies of Schedules K-1 received. Yes No

Did the estate or trust receive any other types of income (wages, retirement account distributions)? If "Yes", please provide copies of the corresponding tax forms received. Yes No

Estate and Trust Deductions

Investment Interest	\$ _____	Charitable Contributions	\$ _____
State Taxes Paid	\$ _____	Other expenses (list)	
Fiduciary Fees	\$ _____	_____	\$ _____
Attorney Fees	\$ _____	_____	\$ _____
Tax Preparation Fees	\$ _____	_____	\$ _____

Estate and Trust Estimated Tax Payments

	Federal		Resident State	
	Date Paid	Amount	Date Paid	Amount
First Quarter				
Second Quarter				
Third Quarter				
Fourth Quarter				
Extension Payment				
Additional Payment				

Income

Dividend Income

Provide all copies of Form 1099-DIV and other statements that report dividend income.

Account number Payer name	2022 ordinary dividends	2021 ordinary dividends	2022 qualified dividends	2021 qualified dividends

Interest Income

Provide all copies of Form 1099-INT, Form 1099-OID and other statements that report interest income.

Account number Payer name	2022 interest	2021 interest

If any interest income listed above is from a seller-financed mortgage, provide the payer's ID number and address

2022

Sale of Capital Assets

Sale of Capital Assets (not reported on Form 1099-B)

Provide all brokerage statements

Description of property	Date purchased	Date sold	Sales price	Cost

Installment Sale Income

Description of property: _____

Date acquired _____ Date sold _____

	2022	Prior years
Selling price	_____	
Mortgages assumed	_____	
Cost of property sold	_____	
Depreciation allowed	_____	
Commissions and expense of sale	_____	
Gross profit percentage	_____	
Interest received	_____	
Principal payments received	_____	

Property was sold to a related party

Schedule C - Profit or Loss from Business

General Business Information

Professional product or service _____ Employer ID number _____

Business name _____

Business address, city, state, ZIP _____

Accounting Method: Cash Accrual Other (specify) _____

This business started or was acquired during 2022. This business was disposed of during 2022.

Select if this business is for:

Professional gambler Newspaper delivery and you are under 18 years of age
 Exempt Notary income A clergy

Yes No
 Payments of \$600 or more were paid to an individual, who is not your employee, for services provided for this business.
 If "Yes," did you file Forms 1099 for the individuals?
 You received a Paycheck Protection Program (PPP) loan for this business.
 If "Yes," was any portion of the loan forgiven?

Income

	2022	2021		2022	2021
Gross receipts or sales	_____	_____	Other income	_____	_____
Returns & allowances	_____	_____		_____	_____

Expenses

	2022	2021		2022	2021
Advertising	_____	_____	Repairs & maintenance	_____	_____
Car & truck expenses	_____	_____	Supplies	_____	_____
Commissions & fees	_____	_____	Taxes & licenses	_____	_____
Contract labor	_____	_____	Travel	_____	_____
Depletion	_____	_____	Total meals	_____	_____
Employee benefit programs	_____	_____	Utilities	_____	_____
Insurance (other than health)	_____	_____	Wages	_____	_____
Interest - mortgage	_____	_____	Family health coverage payments for taxpayer, spouse or dependents	_____	_____
Interest - other	_____	_____	Other expenses (list)	_____	_____
Legal & professional services	_____	_____		_____	_____
Office expenses	_____	_____		_____	_____
Pension & profit sharing plans	_____	_____		_____	_____
Rent or lease (vehicles, machinery, & equipment)	_____	_____		_____	_____
Rent (other business property)	_____	_____		_____	_____

Cost of Goods Sold

	2022		2022
Inventory at beginning of year	_____	Materials & supplies	_____
Purchases	_____	Other costs	_____
Cost of personal use items	_____	Inventory at end of year	_____
Cost of labor	_____	<input type="checkbox"/> There was a change in inventory method.	

