



JOE M. TUCKER

CERTIFIED PUBLIC ACCOUNTANT, P.C.

2023 Engagement Letter – Individual Income Tax Return Preparation - Page 1

Dear CLIENT:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. To ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

Engagement Objective and Scope

We will prepare your 2023 federal Form 1040 and resident state income tax returns from information which you will furnish to us. We will rely upon the completeness and accuracy of the information and representations you provide to us to prepare your tax returns. We will not audit or otherwise verify the data you submit, although we may ask you to clarify certain information.

Our Responsibilities

As tax return preparers, we will abide by the standard of care prescribed by the following pronouncements:

- the Statements on Standards for Tax Services (“SSTS”) issued by the American Institute of Certified Public Accountants (“AICPA”);
- U.S. Treasury Department Circular 230 (“Circular 230”); and
- the Internal Revenue Code, Treasury Regulations, and any applicable state/local corollaries (collectively, “the Code”).

These pronouncements prohibit us from signing a tax return unless we have a reasonable belief that there is substantial authority for tax positions taken on the tax return, or we have a reasonable basis for tax return positions taken on the return which are disclosed as required by the Code. If you request that we report a tax position on your return which we feel is contrary to published guidance, frivolous, or a willful attempt to evade tax, we will be unable to proceed.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand your responsibilities as specified below. Please initial next to each to confirm this arrangement.

_____ You are responsible for providing ALL the information required for the preparation of complete and accurate returns. Your failure to comply with the responsibilities enumerated in this section may result in economic or other loss to you, such as disallowance of tax deductions or credits claimed, additional tax, or penalties or interest assessed against you.

_____ You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. You should retain all documents that provide evidence and support for reported income, credits, deductions, and other information on your returns, as required under applicable tax laws and regulations. You will be responsible for any liability, including but not limited to, additional tax, penalties, interest, and related professional fees, resulting from the disallowance of tax deductions due to inadequate documentation.

Member of American Institute of Certified Public Accountants & Alabama Society of Certified Public Accountants

509 NORTH JACKSON AVENUE | P.O. BOX 866 | RUSSELLVILLE, AL 35653 | PHONE: 256.332.2004
305 W. STATE STREET | MUSCLE SHOALS, AL 35661 | PHONE: 256.381.8299
WWW.JMT.CPA

- You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities.
- You are responsible for fulfilling your filing obligations with any state or local tax authorities, including but not limited to, income, franchise, sales, use, and property taxes or abandoned and unclaimed property. If you have income taxable in any state other than your resident state, it is your responsibility to notify us of that filing requirement to be sure those filings are included in this engagement.
- You have the final responsibility for the accuracy of your income tax returns. We will provide you with a copy of your electronic tax returns and accompanying schedules and statements for review prior to filing with the IRS, state, and local tax authorities, as applicable. You agree to review and examine them carefully for accuracy and completeness.

Our Workflow Process

We have established the following steps in our standard tax preparation process.

- 1) We establish a written understanding of the engagement (this letter).
- 2) Client submits documentation for tax return and confirms certain information, such as address, filing status, and dependent information.
- 3) We review the information submitted and compare it with prior year information.
- 4) If necessary, we ask additional questions or request additional information.
- 5) The tax return is prepared.
- 6) The tax return may be reviewed by another staff person, depending on the complexity of the return.
- 7) A copy of the tax return is provided to the client for review along with our invoice. We are available for conference and discussion if the client so desires.
- 8) Client pays invoice and signs e-filing authorization forms.
- 9) Tax returns are submitted electronically.
- 10) Client receives e-mail notification that the returns have been accepted.

Please indicate your preference for receiving a final copy of your tax return: Paper Digital/PDF

If we are unable to file your return(s) electronically, we will provide you with paper copies suitable for mailing to the taxing authorities. Once delivered to you, you bear full responsibility for reviewing the paper returns for accuracy, and either signing and timely filing them, along with any payments due, or notifying us of any issue that may need to be addressed prior to filing.

Due Dates and Extensions

The statutory due date for Form 1040 is April 15, 2024. Most states have a due date that is similar to the federal deadline. Depending on the volume of tax returns to be prepared by our firm, we cannot assure you that your return can be adequately prepared and filed timely if your information is received after March 31.

It may become necessary to apply for an extension of the filing due dates if there are unresolved issues or delays in processing or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may limit your ability to make certain elections, extend the time available for a government agency to undertake an examination of your return, and/or extend the statute of limitations to file a legal action. If we apply for an extension of time to file because you have not provided us with all of the information needed to prepare the tax returns by the original due date, you agree to hold our firm harmless from any consequences arising from any election waived. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

If you wish to engage our firm to apply for extensions of time to file tax returns on your behalf, we will not file these applications unless and until we receive both an executed copy of this agreement and your express written authorization to file for an extension.

Other Relevant Information

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. We will render such accounting and bookkeeping assistance as determined to be necessary for the preparation of the income tax returns.

We will furnish you with questionnaires and worksheets to guide you in gathering the necessary information. Your use of such forms will assist in reducing our professional time, which will help keep our fees as low as possible.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us.

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be based on the complexity of the work, our professional time, and out-of-pocket expenses. All invoices are due and payable upon presentation.

We will not respond to any request from banks, mortgage brokers, or others for verification of any information reported on these tax returns. We will only communicate with third parties or provide them with copies of tax returns if we have your signed written consent. If you know of any parties that you wish to receive a copy of your tax return, please notify us so we can get the consent ready for your signature.

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We appreciate the opportunity to work with you. Please sign and date below to execute this agreement. For joint returns, each party must sign the e-file authorizations or paper copies; however, this agreement can be executed by either party.

Very truly yours,

JOE M. TUCKER CPA, P.C.

Taxpayer's name: _____

Spouse's name (if applicable): _____

Address for tax return: _____

City: _____ State: _____ Zip code: _____

Contact info (indicate which method you prefer): Phone Email

Phone number: (____) _____ Email: _____

Accepted by: _____

Date: _____