## **TAX SAVVY**

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#### www.taxsavvyhv.com

#### Tax Preparation Engagement Letter, Privacy Policy & Guarantee

- A. Thank you for engaging me to prepare your tax return. This letter confirms and specifies the nature and extent of the services that I will provide to you for the tax year(s) ending in the current calendar year. I will prepare your individual federal 1040 income tax return for the covered year plus any required state returns or filings. In addition, I will prepare the following returns: N/A
- B. Our engagement will be complete upon the successful electronic filing of your returns, or upon delivery to you of completed filing copies of the returns. You are solely responsible for the timely mailing of any return that is to be filed by mail.
- C. I prepare your returns based solely on information that you provide. I do not audit your information, nor do I keep copies of every document, by which I mean that if you give me a figure that I rely on, you are responsible for maintaining adequate records to support it (as well as all income and expenses claimed on your return). In the event that you or I are assessed penalties due to my reliance on inaccurate, incomplete, or misleading information that you provided, whether inadvertent or otherwise, you will indemnify me, defend me, and hold me harmless as to those penalties.
- D. It is your responsibility to remit to the IRS or state tax department any tax due related to the filing of your returns, along with any interest or penalty. This remains your responsibility even if an understatement occurs due to my error or if I or my agents compensate you for any penalties or interest that you incur.
- E. The fee is not contingent on the results of my services. The fee is based on the work required to complete accurately, as detailed in your fee schedule. Additional charges may apply for research, accounting and bookkeeping services, and any other work necessary to complete your return. All fees for services are due and payable at the time your return is completed and your return will not be filed until paid in full unless prior arrangements were made. I reserve the right to require a retainer before undertaking any work on your behalf.
- F. I require all clients to complete a questionnaire annually. The questions are designed to provide a preliminary assessment of the many issues that might affect your return. For example, federal law requires that you disclose any ties to certain types of foreign accounts or if you have engaged in any virtual currency transactions (e.g., Bitcoin). The questions also help ensure that

I do not overlook any deductions or credits that may benefit you. If you do not complete the annual questionnaire, my accuracy guarantee will not apply. Initial x

- G. In any area where the tax law is unclear, we will discuss the alternatives. By law, I can only advocate that you take a position on your return if there is substantial authority for doing so. Where no substantial authority exists, I will explain the alternatives and potential risks or consequences such as TAX SAVVY HV LLC and you can make an informed decision. Note that I may be required to explicitly disclose any such uncertainty on your return.
- H. You agree to promptly notify me if you receive any letter from the IRS or any state related to your return. Any proposed changes to your return are subject to certain rights of appeal, but only within certain timeframes. If you fail to let me know of a potential issue in a timely manner, I may not be able to help you achieve the best possible outcome.
- I.The scope of my services encompassed in my preparation fee is outlined separately. Any work not explicitly covered in your fee schedule will be subject to a separate engagement letter and fee.
- J. You agree to review your return carefully and in full before signing. You are ultimately responsible for its accuracy and are signing it under penalty of perjury. I expect you to ask questions about anything that is unclear or that you do not understand and my answering your questions is part of the service you are paying me for. If you are married, both spouses must sign the return paperwork.
- K. Keep your return copy and records safe. I provide a copy of your return in PDF format (or optionally, on paper). I charge a fee to provide replacement copies. Additionally, I do not release information or copies to any third party such as banks or colleges. You should retain all the documents, canceled checks and other data that form the basis of income and deductions that you claimed. I do not guarantee to keep copies of your returns beyond the minimum period required by law, nor do I keep copies of every document you provide.
- L. If you are married, you are each my client. You acknowledge that there is no expectation of privacy from your spouse in respect to my services and you agree that I can share any information concerning the preparation of your returns with either of you. I may construe an instruction from either of you to be a joint instruction on your behalf, although I reserve the right to confirm with the other party. If either of you wish to conduct business differently than described here, you must notify me in writing. If a conflict of interest arises such that I cannot represent both of you, I will decide which of you I can continue to work with. If I perceive there is a potential for a conflict to arise, I may ask you to sign a waiver covering that potential.
- M. Your private information is confidential. All information I collect from you during this engagement is confidential and I will protect it to the best of my ability. I restrict access to your nonpublic personal information to staff members who need that information to provide services to you. I will not collect nonpublic personal information about you from any sources: <a href="Intl:xx">Intl:xx</a>

- Information I receive from you verbally or in writing, including information furnished on organizers, worksheets, federal or state tax reporting forms, and from other documents I use in preparing your return or related services you have asked me to undertake.
- Information about your transactions with me, any affiliates, and others.
- Information I may receive on your behalf from outside agencies such as banks and brokerage houses.

I do not disclose any nonpublic personal information about clients or former clients except as requested or approved by you in writing, or as required to: (1) comply with federal, state or local law, (2) comply TAX SAVVY with national, state or local licensing rules, (3) comply with a legal subpoena, (4) electronically file your tax return, when applicable.

#### N. The fine print.

- i. In the event I am required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information I obtained and/or prepared during the course of this engagement, you agree to compensate me at my standard hourly rate for my time expended in connection with such response and to reimburse me for all related out-of-pocket costs.
- ii. In the event that I am or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate, incomplete, or misleading information that you provide to me during the course of this engagement (with or without your knowledge or intent), you agree to indemnify me, defend me, and hold me harmless as against such obligation.
- iii. You agree that any dispute (other than my efforts to collect an outstanding invoice) that may arise regarding the meaning, performance, or enforcement of this engagement or any prior engagement that I have performed for you will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Orange, New York, by a mediator selected by Tina Quinlan, and any ensuing litigation shall be conducted within said county, according to New York law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.
- iv. Any litigation arising out of this engagement, except actions by me to enforce payment of my professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against me, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by me, and paid by you, for the services set forth in this engagement letter.
- v. This engagement letter is contractual in nature and includes all the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties. Intl:

#### **Tax Preparation Accuracy Guarantee**

I stand behind every tax return I prepare. I guarantee to you that your return is complete and accurate based on the information you provided. If the IRS or any state tax agency disagrees with the preparation of your return due to my error, I will at no additional fee: Amend, prepare any required amended tax returns, and reimburse you any penalties or interest only you were charged that I am not successful in having waived. You are solely responsible for remitting payment of all penalties and interest, whether or not covered by this guarantee. Any penalties or interest not related to the contents of the return are not covered. Penalties and interest must actually be paid by you to qualify for reimbursement, and reimbursement will only be made to the date the error or omission was initially reported to you plus 30 days. No reimbursement will be made if an annual questionnaire for the most recent year covered in paragraph (A) was not provided prior to the filing of the return. Maximum reimbursement amount is limited to the amount of your fee actually paid by you for the affected return. All other representation not explicitly mentioned in this guarantee or explicitly covered in your fee agreement is subject to my normal hourly billing. If married, both spouses must sign. I (We) understand that Cheryl Borrillo of TAX SAVVY HV LLC is not responsible for providing any of the expenses or deductions taken on my (our) tax return(s). I (We) have provided this information from my (our) own records and agree to retain proof of all claimed deductions and income. I (We) give our permission to have my (our) returns prepared on the basis of the information provided, and I (we) have read, understood, and agreed to the terms of this engagement. I (we) have read and understand the company's Privacy Policy outlined above.

Signatures: Taxpayer 1:	Print	Date
Taxpayer 2:	Print	Date

# TAX SAVVY HV LLC

2235 Rt 208 Montgomery NY 12549 P: 845-769-5001 / 845-636-0411 taxsavvycheryl@yahoo.com

### Questionnaire

Taxpayer #1		Taxpayer #2			
Name:		Name:			
Ph#		Ph#			
Email:		Email:			
Mailing Address:					
SS#	DOB	SS#	DOB		
Dependents Information: Name:		SS#	DOB		
<u>License Info Taxpayer #1</u> ID#	<u>l</u> Issue Date:	EXP Date:	DOC ID#on back		
License Info Taxpayer #2	2				
Bank Info: Name:	RTN#	ACCT#	Check/Savings		
Child Care EIN#	Protection Pin#	TP2 Pin#	Dep Pin# x		

Please list any additional info you think is important to complete your 2024 tax return