

General Engagement Letter for S Corporation Tax Return Preparation

This letter is to inform you, the S corporation and S corporation representative (taxpayer), of the services we will provide you, and the responsibilities you have for preparation of the tax return.

Tax Return Preparation Services

- We will prepare the 2023 Form 1120-S, *U.S. Income Tax Return for an S Corporation*, and applicable state tax return(s) based on information you provide. Services for preparation of the returns do not include auditing or verification of information provided by you.
- This engagement does not include any audit or examination of books or records. In the event the return is audited, you will be responsible for verifying the items reported.
- Assisting you with your compliance with the Corporate Transparency Act, including beneficial ownership information reporting, is not within the scope of this engagement.
- The tax return preparation fee does not include bookkeeping. Additional fees apply for these services.
- Fees charged for tax return preparation do not include audit representation or preparing materials to respond to correspondence from taxing authorities.
- Preparation fees do cover limited assistance and consultation during the year.
- The engagement to prepare the 2023 tax returns terminates upon delivery of the completed returns and original documents to you. Please store supporting documents and tax returns in a secure place for at least seven years. You may be assessed a fee if you request a duplicate copy in the future.

Taxpayer Responsibilities

- You agree to provide us with a trial balance and other supporting data necessary to prepare the S corporation tax returns. If you receive additional information after we begin working on the return, you will contact us immediately to ensure the completed tax returns contain all relevant information.
- You affirm that all income, expenses, or other deduction amounts are accurate and that you have all required supporting written records. In some cases, we will ask to review your documentation.
- You must be able to provide written records of all items included on the return if audited by either the IRS or state tax authority. We can provide guidance concerning what evidence is acceptable.
- You must review the returns carefully before signing to make sure the information is correct.
- Fees must be paid before the tax return is delivered to you or filed for you. If you terminate this engagement before completion, you agree to pay a fee for work completed. A retainer may be required for preparation of returns.

Signatures. By signing below, you acknowledge that you have read, understand, and accept your obligations and responsibilities and that you understand our responsibilities in preparing the tax returns as explained above.

Corporation Name, Corporation Representative, Title of Representative

Date

Privacy Policy. The nature of our work requires us to collect certain nonpublic personal information about you from various sources. We collect financial and personal information from applications, worksheets, reporting statements, and other forms, as well as interviews and conversations with our clients and affiliates. We may also review banking and credit card information about our clients in the performance of receipt of payment. Under our policy, all information we obtain about you will be provided by you or obtained with your permission.

Our firm has procedures and policies in place to protect your confidential information. We restrict access to your confidential information to those within our firm who need to know in order to provide you with services. We will not disclose your personal information to any third party without your express written permission, except where required by law. We maintain physical, electronic, and procedural safeguards in compliance with federal regulations that protect your personal information from unauthorized access. Please contact us with any questions regarding our privacy policy.

Parkers Prairie Tax Service
PO Box 53
Parkers Prairie, MN 56361
218-338-6078

Dear Tax 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.

We will prepare your 2023 federal and state corporate income tax returns from information which you will furnish to us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. We will furnish you with questionnaires and worksheets to guide you in gathering the necessary information. Your use of such forms will assist in keeping the fee to a minimum.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, cancelled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them.

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 preparation of the income tax returns.

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 upon the amount of time required at standard billing rates plus out-of-pocket expenses.

Payment is required before your return can be considered complete, and therefore, it will not be filed or released without payment. Cash, check, credit card, or E-Check (Processing fees of E-Check \$2.00 & Credit Card 3% apply; only Visa & Mastercard) are all acceptable payment methods. If your check bounces, you will be subject to a \$35 returned check charge. **We are not a document storage facility; it is YOUR responsibility to keep your records. You will be provided with one copy of your tax return, if additional copies are needed a minimum \$50 fee per return will be charged.**

Starting in 2024, the Corporate Transparency Act ("CTA") mandates certain entities (primarily small and medium-size businesses) created in or registered to do business in the United States report information about their beneficial owners-the individuals who ultimately own or control a company-to the Financial Crimes Enforcement Network ("FinCEN"). If your individual return includes a business, you are responsible for compliance with the CTA, if applicable, and for ensuring that any required reporting of beneficial ownership information is timely filed with FinCEN as required by the CTA. As **Parkers Prairie Tax Service is not rendering any legal services as part of our engagement, we will not be responsible for advising you regarding the legal or regulatory aspects of your compliance with the CTA, nor are we responsible for the preparation or submission of beneficial ownership information reports to FinCEN.** If you have any questions regarding compliance with the CTA, including but not limited to whether an exemption may apply to your business or to ascertain whether relationships constitute beneficial ownership under CTA rules, we strongly encourage you to consult with qualified legal counsel experienced in this area.

*****Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA.** Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office. However, if there are other tax returns you expect us to prepare, please inform us by noting so at the end of the return copy of this letter.

Corporation Name: _____

Corporation Representative: _____

Date: _____

Title of Representative: _____

S Corporation Tax Organizer

Use a separate organizer for each S corporation

S Corporation General Information

Legal name of S corporation		EIN	–
S corporation address <input type="checkbox"/> (check if new address)			
S Corporation Representative		Title	
		Email	Phone ()
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation have a change of business name during the year?		
Principal business activity		Date business started	/ /
Principal product or service		Date business closed	/ /
<input type="checkbox"/> Yes <input type="checkbox"/> No	Was the primary purpose of the S corporation's activity to realize a profit?		
Accounting method: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify)			
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the corporation file under a calendar year? (If no, what is the fiscal year?)		

S Corporation Specific Questions

<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation hold an annual meeting with shareholders with a record of minutes maintained?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Was the corporation a C corporation before it elected to be an S corporation?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is any shareholder in the corporation a disregarded entity, a partnership, a trust, an S corporation, or an estate?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership or in the beneficial interest of a trust?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation have any outstanding shares of restricted stock at the end of the tax year?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation have any outstanding stock options, warrants, or similar instruments at the end of the tax year?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation have any non-shareholder debt that was cancelled, forgiven, or had terms modified to reduce amount of principal?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Was the corporation's S election terminated or revoked during the year?
<input type="checkbox"/> Yes <input type="checkbox"/> No	At any time during the year, did the corporation have an interest in, or signature authority over a financial account in a foreign country?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Was there a distribution of property or a transfer (by sale or death) of a shareholder interest during the tax year?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the corporation satisfy the following conditions? • The corporation's total receipts for the tax year were less than \$250,000, and • The corporation's total assets at the end of the tax year were less than \$250,000.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation pay \$600 or more of nonemployee compensation to any individual? If yes, include a copy of Form 1099-NEC for each.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation have a Paycheck Protection Program (PPP) loan that was forgiven in 2023?
<input type="checkbox"/> Yes <input type="checkbox"/> No	At any time during this tax year, did the corporation (a) receive a digital asset (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)?

Principal Shareholders Ownership Information

Name/Title	Tax ID number (SSN or EIN)	Address	Ownership percentage	Shareholder stock basis	U.S. citizen?
				\$	
				\$	
				\$	

How many shareholders were there on the last day of the year?

Shareholders – Provide the following information for any shareholder who was an officer or 2% or more owner of the corporation during the year

Shareholder/Officer name	Wages paid	Health insurance premiums paid	Capital contributions from shareholder	Distributions to shareholder	Shareholder loans to corporation	Loans repaid by corporation to shareholder

All Clients – Additional information and documents required

- Provide the business income/financial statements for the year (per books), balance sheet, depreciation schedule per books, and cash reconciliation of all business bank accounts with ending cash balances.
- If the S corporation has employees, provide a copy of Form W-3, Form 940, Form 941, and any state quarterly tax filing reports.
- If the S corporation made payments of \$600 or more to independent contractors, provide copies of Form 1099-NEC issued.
- If any shareholders live in a different state or outside the United States, provide details. The corporation may be subject to withholding requirements.

New Clients – Additional information and documents required

- | | |
|--------------------------------|----------------------------|
| Date incorporated | |
| State of incorporation | Corporation state domicile |
| Date of S corporation election | |
- Provide a copy of the Articles of Incorporation, bylaws, and any corporate resolutions.
 - Provide a copy of the depreciation schedules for book, tax, and AMT.
 - Provide copies of returns for the last two years, including state returns.
 - Enclose a copy of IRS Form 2553, *Election by a Small Business Corporation*, and IRS acceptance.

S Corporation Balance Sheet

Corporation assets at year end		Corporation debts and equity at year end	
Bank account end of year balance	\$	Accounts payable at year end	\$
Accounts receivable at end of year	\$	Payables less than one year	\$
Inventories	\$	Payables more than one year	\$
Loans to shareholders	\$	Mortgages, notes payable	\$
Mortgages and loans held by corporation	\$	Loans from shareholders	\$
Stocks, bonds, and securities	\$	Capital stock (<i>common</i>)	\$
Other current assets (<i>include list</i>)	\$	Retained earnings	\$

S Corporation Income (include all Forms 1099-K received)

Gross receipts or sales	\$	Dividend income (<i>include all 1099-DIV Forms</i>)	\$
Returns and allowances	\$ ()	Capital gain/loss (<i>include all 1099-B Forms</i>)	\$
Interest income (<i>include all 1099-INT Forms</i>)	\$	Other income (loss) (<i>include a statement</i>)	\$

S Corporation Cost of Goods Sold (for manufacturers, wholesalers, and businesses that make, buy, or sell goods)

Inventory at beginning of the year	\$	Materials and supplies	\$
Purchases	\$	Inventory at the end of the year	\$
Cost of labor	\$		

S Corporation Expenses

Advertising	\$	Meals – business	\$
Annual corporation fees	\$	Office supplies	\$
Bad debts	\$	Organization costs	\$
Bank charges	\$	Pension and profit sharing plans – employee	\$
Business licenses	\$	Pension and profit sharing plans – shareholder	\$
Cleaning/janitorial	\$	Professional education and training	\$
Commissions and fees	\$	Rent or lease – car, machinery, equipment	\$
Compensation of officers	\$	Rent or lease – other business property	\$
Contract labor (<i>include Forms 1099-NEC</i>)	\$	Rent paid	\$
Employee benefit programs	\$	Repairs and maintenance	\$
Entertainment (not deductible)	\$	Salaries and wages (<i>include Forms W-2</i>)	\$
Health care plans – employee	\$	Taxes – payroll	\$
Health care plans – shareholder	\$	Taxes – property	\$
Insurance (<i>other than health insurance</i>)	\$	Taxes – sales	\$
Interest – business credit cards	\$	Telephone	\$
Interest – business loans/credit lines	\$	Utilities	\$
Interest – mortgage	\$	Other expense	\$
Internet service	\$	Other expense	\$
Legal and professional services	\$	Other expense	\$

Car Expenses (use a separate form for each vehicle)

Make/Model	Date car placed in service / /		
<input type="checkbox"/> Yes <input type="checkbox"/> No Car available for personal use during off-duty hours?			
<input type="checkbox"/> Yes <input type="checkbox"/> No Do you (or your spouse) have any other cars for personal use?	Did you trade in your car this year? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Yes <input type="checkbox"/> No Do you have evidence?	Cost of trade-in	Trade-in value	
<input type="checkbox"/> Yes <input type="checkbox"/> No Is your evidence written?	\$	\$	
<i>Mileage</i>		<i>Actual Expenses</i>	
Beginning of year odometer		Gas/oil	\$
End of year odometer		Insurance	\$
Business mileage		Parking fees/tolls	\$
Commuting mileage		Registration/fees	\$
Other mileage		Repairs	\$

Generally, you can use either the standard mileage rate or actual expenses to calculate the deductible costs of operating your car for business purposes. However, to use the standard mileage rate, it must be used in the first year the car is available for business. In later years, you can then choose between either the standard mileage rate method or actual expenses.

Equipment Purchases – Enter the following information for depreciable assets purchased that have a useful life greater than one year

Asset	Date purchased	Cost	Date placed in service	New or used?
		\$		
		\$		
		\$		
		\$		

Equipment Sold or Disposed of During Year

Asset	Date out of service	Date sold	Selling price/FMV	Trade-in?
			\$	
			\$	
			\$	
			\$	

S Corporation Business Credits (if answered Yes for any of the below, please provide a statement with details)

<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation pay expenses to make it accessible by individuals with disabilities?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation pay any FICA on employee wages for tips above minimum wage?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation own any residential rental buildings providing qualified low-income housing?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation incur any research and experimental expenditures during the tax year?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation have employer pension plan start-up costs?	Total number of employees
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation pay health insurance premiums for employees?	Total number of employees
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the corporation purchase and place in service any electric vehicles or energy efficient commercial building property?	

State Estimated or Pass-Through Entity (PTE) Tax Payments — Tax Year 2023

State	Amount	Date Paid	State	Amount	Date Paid
	\$			\$	
	\$			\$	
	\$			\$	
	\$			\$	

Tax Return Preparation

We will prepare the corporation's tax return based on information provided. In the event the return is audited, you will be responsible for verifying the items reported. It is important that you review the return carefully before signing to make sure the information is correct. Unless otherwise stated, the services for preparation of the corporation's return do not include auditing, review, or any other verification or assurance.

Taxpayer Responsibilities

- You agree to provide us all income and deductible expense information. If additional information is received after we begin working on the return, you will contact us immediately to ensure the completed tax returns contain all relevant information.
- You affirm that all expenses or other deduction amounts are accurate and that you have all required supporting written records. In some cases, we will ask to review documentation.
- You must be able to provide written records of all items included on the return if audited by either the IRS or state tax authority. We can provide guidance concerning what evidence is acceptable.
- You must review the return carefully before signing to make sure the information is correct.
- Fees must be paid before the tax return is delivered to you or filed for you. If you terminate this engagement before completion, you agree to pay a fee for work completed. A retainer may be required for preparation of returns.
- Keep a copy of the tax return and any related tax documents. You may be assessed a fee if you request a duplicate copy in the future.

Signatures. By signing below, you acknowledge that you have read, understand, and accept your obligations and responsibilities.

Taxpayer

Title

Date

Privacy Policy

The nature of our work requires us to collect certain nonpublic information. We collect financial and personal information from applications, worksheets, reporting statements, and other forms, as well as interviews and conversations with our clients and affiliates. We may also review banking and credit card information about our clients in the performance of receipt of payment. Under our policy, all information we obtain about you will be provided by you or obtained with your permission.

Our firm has procedures and policies in place to protect your confidential information. We restrict access to your confidential information to those within our firm who need to know in order to provide you with services. We will not disclose your personal information to a third party without your express written permission, except where required by law. We maintain physical, electronic, and procedural safeguards in compliance with federal regulations that protect your personal information from unauthorized access.