



# Counting House Technics, LLC

PO Box 687 210 E 1<sup>st</sup> St, Cordell, OK 73632

580-832-5445 Fax: 888-979-6062

[contact@chttax.com](mailto:contact@chttax.com) <https://chttax.com>

## Engagement Letter

Taxpayer Name: \_\_\_\_\_

Spouse Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Tax Year: \_\_\_\_\_

Counting House Technics, LLC is pleased to provide you with the professional services described below. This letter and any other attachments incorporated herein (collectively, "Agreement"), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

### Section 1: Engagement Objective and Scope

We will prepare the following federal and state tax returns for the year ended December 31<sup>st</sup> of the tax year you provide at the top of this Engagement Letter.

Form 1040 – U.S. Individual State(s) – \_\_\_\_\_

We will not prepare any tax returns except those identified above, without your written request, and our written consent to do so. We will prepare your tax returns based upon information and representations that you provide to us. We have not been engaged to and will not prepare financial statements. We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

We will prepare the above-referenced tax returns solely for filing with the Internal Revenue Service ("IRS") and state and local tax authorities. Our work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.

You agree to indemnify and hold us harmless with respect to any and all claims arising from the use of the tax returns for any purpose other than filing with the IRS and state and local tax authorities regardless of the nature of the claim, including the negligence of any party.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters. This engagement is limited to the professional services outlined above.



# Counting House Technics, LLC

PO Box 687 210 E 1<sup>st</sup> St, Cordell, OK 73632

580-832-5445 Fax: 888-979-6062

[contact@chttax.com](mailto:contact@chttax.com) <https://chttax.com>

## Section 2: Firm Responsibilities

Our services come in the form of a tax return, report preparation, along with consultations, meetings or phone calls. Our fees are based upon several factors. We have spent many years becoming very knowledgeable and educated in tax and accounting matters. In addition, we are required to continue our education annually to maintain our licenses. When you contact us, it is because you need our knowledge and assistance with something. This is when our time becomes billable. If you call our office with a “general” question that we can quickly answer, we consider this as a courtesy service, and you will not be billed for our time. Phone calls requiring research, business or personal planning, tax compliance, etc. will be billed in accordance with our billing policy.

We will prepare your tax returns based upon your filing status (single, married filing joint/separately, head of household or qualifying widow[er] with dependent child) as reflected in your income tax returns for last year. If your filing status has changed, you wish to change your filing status, or you have questions about your filing status, please contact us immediately.

## Section 3: Confidentiality

If the tax returns prepared in connection with this engagement are filed using the married filing jointly filing status, both spouses are deemed to be clients of the firm under the terms of this Agreement. Both individuals acknowledge that there is no expectation of privacy from the other concerning our services in connection with this Agreement. We are at liberty to share with either of you, without prior consent of the other, documents and other information concerning the preparation of your tax returns.

## Section 4: Bookkeeping Assistance

We may deem it necessary to provide you with accounting and bookkeeping assistance solely for the purpose of preparing the tax returns. Anything other than a signed worksheet of income/expense may deem this necessary. Additional charges will apply for such services and an additional Engagement Letter will be required.

## Section 5: Estimated Tax Payments

You may be required to make quarterly estimated tax payments. We will calculate these payments for the current tax year, based upon the information you provide to prepare your current year tax returns and have no obligation to update recommended payments after the engagement is completed. Calculating payments AFTER our engagement ends will result in additional billing.

## Section 6: Tax Planning Services

Our engagement does not include tax planning services. During the course of preparing the tax



# Counting House Technics, LLC

PO Box 687 210 E 1<sup>st</sup> St, Cordell, OK 73632

580-832-5445 Fax: 888-979-6062

[contact@chttax.com](mailto:contact@chttax.com) <https://chttax.com>

returns identified above, we may bring to your attention potential tax savings strategies for you to consider as a possible means of reducing your taxes in subsequent tax years. However, we have no responsibility to do so, and will take no action with respect to such recommendations, as the responsibility for implementation remains with you, the taxpayer. If you wish for tax planning services, please contact us.

## **Section 7: Government Inquiries**

This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may request our assistance in responding to such an inquiry. If you ask us to represent you, we will confirm this representation in a separate engagement letter.

## **Section 8: Third-party Verification Requests**

We will NOT respond to any requests from banks, mortgage brokers or others for verification of any information reported on these tax returns.

## **Section 9: Tax Advice**

Our advice is based upon tax reference materials, facts, assumptions and representations that are subject to change. Tax reference materials include but are not limited to the Internal Revenue Code ("IRC"), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and court decisions. We will not update our advice after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations. To the extent we provide written advice concerning federal tax matters, we will follow the guidance contained in Circular 230 §10.37, Requirements for Written Advice.

## **Section 10: Arguable Positions**

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided there is substantial support for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the Internal Revenue Code ("IRC"), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and court cases. If the IRS, state or local tax authorities later contest the position taken, additional tax, penalties, and interest may be assessed. We assume no liability, and you hereby release us from any liability for such additional tax, penalties, interest, and related professional fees.

## **Section 11: Reliance on Others**

If you wish to take a tax position based upon the advice of another tax advisor, you agree to obtain a written statement from the advisor confirming that the position should meet the "substantial authority" or "more likely than not" standard, as applicable. In preparing your federal tax return, we are subject to a diligence as to accuracy regarding reliance on others'



# Counting House Technics, LLC

PO Box 687 210 E 1<sup>st</sup> St, Cordell, OK 73632

580-832-5445 Fax: 888-979-6062

[contact@chttax.com](mailto:contact@chttax.com) <https://chttax.com>

standard, as defined in revisions to Circular 230, §10.22(b). To the extent a position is based upon the advice of another tax advisor, prior to preparing or signing the tax return, we are also required to have a good faith belief that the position has, at a minimum, a realistic possibility of being sustained administratively or judicially on its merits, if challenged. Additional charges will apply to such research.

## **Section 12: Client Responsibilities**

We expect you to compile and document the information necessary to prepare your income tax returns. Income from all sources, including those outside the U. S., is required.

We rely upon the accuracy and completeness of both the information you provide and other supporting data you provide in rendering professional services to you.

## **Section 13: Documentation**

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 and deductions on your returns, as required under applicable tax laws and regulations. You are responsible for the adequacy of all information provided in such documents. You represent that you have such documentation and can produce it, if necessary, to respond to any audit or inquiry by tax authorities. You agree to hold our firm harmless with respect to any additional tax, penalties, interest and professional fees resulting from the disallowance of tax deductions due to inadequate documentation.

## **Section 14: Gift Tax Returns**

The IRS considers a gift to be any transfer to an individual, either directly or indirectly, where full consideration (measured in money or money's worth) is not received in return. Under federal tax law, certain gifts are taxable and subject to an annual gift tax exclusion amount, which for 2019 is \$15,000 per taxpayer. You are responsible for informing us if gift tax returns are required to be filed.

## **Section 15: Personal Expenses**

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 necessary records required by the IRS and other tax authorities. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.

## **Section 16: State and Local Filing Obligations**

You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to income, franchise, sales, use, property or unclaimed



# Counting House Technics, LLC

PO Box 687 210 E 1<sup>st</sup> St, Cordell, OK 73632

580-832-5445 Fax: 888-979-6062

[contact@chttax.com](mailto:contact@chttax.com) <https://chttax.com>

property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you of this responsibility.

## **Section 17: Ultimate Responsibility**

You have final responsibility for your 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 and state and local tax authorities (as applicable). You agree to review and examine them carefully for accuracy and completeness.

You will be required to verify and sign a completed Form 8879, IRS e-file Signature Authorization, and any similar state and local equivalent authorization form BEFORE YOUR TAX RETURN(S) CAN BE FILED ELECTRONICALLY.

In the event that you do not wish to have your tax returns filed electronically, please contact our firm. Additional procedures will apply. You will be responsible for reviewing the paper returns for accuracy, signing them, and filing them timely with the tax authorities.

## **Section 18: Timing of the Engagement**

We expect to begin our services upon receipt of your current tax year tax documents and all documents requested by our office.

If your federal return is electronically filed, our services will conclude upon the earlier of:

The filing and acceptance of your current tax year tax returns by the appropriate tax authorities and mailing or delivery of non-electronically filed tax returns (if any) for your review and filing with the appropriate tax authorities;

Written notification by either party that the engagement is terminated,  
or One year from the execution date of this Agreement.

## **Section 19: Extensions of Time to File Tax Returns**

Due to the high volume of returns prepared by our firm, the information needed to complete the tax returns must generally be received by March 15th of the current year, so that the returns may be completed by the original filing due date.

It may become necessary to apply for an extension of the filing deadline 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 extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date, regardless of whether an Extension is filed or not.



# Counting House Technics, LLC

PO Box 687 210 E 1<sup>st</sup> St, Cordell, OK 73632

580-832-5445 Fax: 888-979-6062

[contact@chttax.com](mailto:contact@chttax.com) <https://chttax.com>

Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

If your income /tax documents are not in our office by March 15th, by signing this Engagement Letter, you are giving us written permission to file an Extension on your behalf. Our firm will not file these applications unless we receive an executed copy of this Agreement. In some cases, your signature may be needed on such applications prior to filing. Failure to timely request an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original due date of the returns and can be substantial.

## **Section 20: Penalties and Interest Charges**

Federal, state, and local tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns, and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all tax, penalties and interest charges imposed by tax authorities.

We rely on the accuracy and completeness of the information you provide to us in connection with the preparation of your tax returns. Failure to disclose or inadequate disclosure of income tax positions may result in the imposition of penalties and interest charges.

## **Section 21: Professional Fees**

Our minimum professional fee for the services outlined above is \$100. A fee estimate may be provided upon request after the preparer reviews the prior returns. Our fee is based upon the complexity of the work to be performed, and our professional time, as well as out-of-pocket expenses. In addition, this fee depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we prepare the tax returns.

## **Section 22: Jurisdiction**

Notwithstanding any other information contained herein, both firm and client agree that regardless of client domicile and regardless of location Agreement is physically signed, this Agreement shall have been deemed to have been entered into at the offices of Counting House Technics LLC, located in Washita County, Oklahoma, United States. Firm location shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This engagement shall be interpreted and governed in accordance with the laws of Oklahoma.

## **Section 23: Payments and Retainer**

New clients and returning clients who have demonstrated an inability to pay in a timely manner



# Counting House Technics, LLC

PO Box 687 210 E 1<sup>st</sup> St, Cordell, OK 73632

580-832-5445 Fax: 888-979-6062

[contact@chttax.com](mailto:contact@chttax.com) <https://chttax.com>

are required to remit a Retainer to our office along with the execution of this Agreement. The Retainer will equal the minimum fee, as stated above, of \$100. The Retainer is an estimate of work to be performed and will be credited towards your final invoice for tax preparation services. Additional amounts may be due.

Accounts unpaid for 10 days will require that we cease rendering service until your account is brought current. In the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered, client relieves us from responsibility for damages/penalties/interest incurred as a result of our ceasing to render services.

Client shall have 5 (five) days from the invoice date to voice any objection or questions regarding the invoice or any portion or element thereof. After the 5 (five) day period all invoices shall constitute acceptance of the invoice as submitted and payment in full will be expected with the required time frame. Any courtesy billing adjustments given are honored for 14 (fourteen) days. After 14 (fourteen) days, the invoice must be paid at the full rate and the courtesy adjustment will be deemed null and void. Any Non-Sufficient Funds checks will be charged an additional \$50.00 fee. If the firm must turn over client account for collections, client agrees to pay an additional fee for cost of collection.

## **Section 24: Termination of Services and Refunds**

If we begin or complete your tax return and you then terminate the engagement in writing, you will be invoiced and charged for work completed/time spent. This applies to tax returns that have been worked on but not yet provided to client. We will not provide tax preparation refunds in situations where returns have been prepared, regardless of whether the return has or has not been filed. Termination prior to filing will result in original documents being returned to the client and a copy being retained by the firm. We will not provide a copy of the tax return whether in a complete or incomplete status if the engagement is terminated.

## **Section 25: Electronic Communications**

Our preferred manner of electronic communication is via our Secure Client Portal. If you do not yet have an account set up, please contact us immediately. In connection with this engagement, we may communicate with you or others via email transmission, or via your secure Client Portal. Emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party or may not be delivered to each of the parties to whom they are directed and only to such parties. We cannot guarantee or warrant that emails from us will be properly delivered and ready only by the addressee.

Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by or in connection with the performance of this engagement. In this regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, when client demands email communication from the firm. This includes providing tax returns and/or documents to any



# Counting House Technics, LLC

PO Box 687 210 E 1<sup>st</sup> St, Cordell, OK 73632

580-832-5445 Fax: 888-979-6062

[contact@chttax.com](mailto:contact@chttax.com) <https://chttax.com>

bank.

We appreciate the opportunity to be of service to you. Please date and execute the enclosed copy of this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement, in totality.

## ACCEPTANCE

I understand and agree to the terms set forth above.

\_\_\_\_\_ Taxpayer \_\_\_\_\_ Date

\_\_\_\_\_ Spouse \_\_\_\_\_ Date

## IRS CIRCULAR 230 DISCLOSURE

In order for us to comply with certain U. S. Treasury regulations, unless expressly stated otherwise, any U. S. federal tax advice that may be contained in this written or electronic communication, including any attachments, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding any tax penalties that may be imposed by the Internal Revenue Service or any other U. S. federal taxing authority or agency or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.