



505 N Aspen Ave, Broken Arrow, OK 74012

Ph: 918.258.0009 Fax: 918.615.6677

## **1040 – INDIVIDUAL 2019 TAX RETURN ENGAGEMENT CONTRACT**

### **PURPOSE**

The purpose of this document is to confirm BATP's agreement with the Client relative to the tax services BATP will perform. BATP will prepare the Client's federal and state individual tax returns for 2019 from the information submitted by the Client. All tax returns will be electronically filed unless paper filing is required. BATP's work in connection with the preparation of the Client's income tax returns does not include an independent verification of the data submitted, although BATP may ask the Client to clarify some information.

### **VERACITY OF INFORMATION**

The Client hereby confirms that all the information submitted to BATP is correct and includes all income, deductions, and other information necessary for the preparation of the above returns. Furthermore, the Client acknowledges that it is their responsibility to provide all the information required for the preparation of complete and accurate returns.

### **DOCUMENT RETENTION**

The Client agrees to retain all the documents, canceled checks, and other data, including mileage logs, which form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. The Client has the final responsibility for the income tax returns and, therefore, should review them carefully before signing.

### **AUTHORIZATION TO USE PROFESSIONAL JUDGEMENT**

The Client authorizes BATP to use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by the Client, BATP will resolve such questions in the Client's favor whenever possible.

### **CONSENT TO USE TAX INFORMATION**

The Client authorizes BATP to use their tax information for administrative purposes and for quality or peer review. Input or review can be done in office or by secure remote access by BATP employees and/or seasonal contract preparers. All paid personnel have access to the Client's tax information for administrative and input purposes in preparing the Client's return as well as for quality review purposes.

### **SUBSEQUENT REPRESENTATION**

The Client's 2019 individual tax returns may be selected for review by the taxing authority. If the Client's return represented by this engagement is selected for review, BATP will provide the Client up to ½ hour, to review the documentation and said represented return in question, at no charge. After reviewing the notice(s) by the tax authority, BATP will advise the Client of the course of action BATP recommends. Additional subsequent representation on this tax return will be charged at a rate of \$250/hour.

### **FEES/PAYMENT**

BATP's fee for these services will be based upon the amount of time required at BATP's standard billing rates plus out-of-pocket expenses. **Any services for hourly accounting, tax correspondence responses, amended return preparation, or tax representation will be billed separately.** All invoices are due and payable upon presentation.

### **RETURN PICKUP**

Each tax return engagement entitles the Client to a 30-minute meeting when the Client picks up the tax return. The purpose of the meeting is to review the tax return and answer any questions the Client may have about the return. If the Client needs additional meeting time, the Client may request it at a tax consulting rate of \$95/hour.



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#### **CONFIDENTIALITY**

All financial documentation of the Client is kept private and confidential. Release of this documentation by BATP to any third party will need to be requested in writing by the Client.

#### **FBAR RELEASE**

If the Client has a financial interest in or signature authority over a foreign financial account, including a bank account, brokerage account, mutual fund, trust, or other type of foreign financial account, the Bank Secrecy Act may require the Client to report the account yearly to the Department of Treasury by filing a FinCEN 114 (FBAR). The Client will be required to file an FBAR if:

- 1) The Client has had a financial interest in or signature authority over at least one financial account located outside of the United States; **AND**
- 2) The aggregate value of ALL foreign financial accounts **exceeded \$10,000 AT ANY TIME** during the calendar year reported.

By signing this Engagement Contract the Client confirm that they have given BATP all information regarding any foreign accounts that they have interest in or signature authority over. In addition, Client understands that they are responsible for filing the FBAR online by April 15, 2020 as there is no extension available for this form.

#### **EXTENSION AUTHORIZATION**

The Client agrees that if the tax return is not completed by April 1, 2020 an extension of time to file will be electronically filed and billed at a tax consulting rate of \$95/hour. If an electronic extension cannot be processed, BATP will prepare a paper copy of the extension form and mail via standard, not certified, USPS services to the IRS. BATP will not be held liable by the Client for lost mail or IRS processing errors of the paper filed extension.

The Client agrees that the prior year's tax due/refund will be reported as the estimated amount owed or to be refunded on the filed extension unless the Client provides BATP with different figures to be submitted prior to April 1, 2020.

Due to IRS regulations that limit knowledge sharing, BATP will not be notified if an extension is approved or rejected. By signing below, the Client agrees not to hold BATP liable for any extension, regardless of a received electronic acceptance of extension request.

#### **PRICE QUOTE**

The following is BATP's price quote range for the Client's 2019 individual tax returns. **THIS IS AN ESTIMATE ONLY**; therefore, the dollar amount could increase or decrease based on the complexity of the return and the time BATP spends preparing the return. This quote is for the preparation of the tax return(s) only. **All deposits are non-refundable. Any accounting services necessary to prepare the return(s) will be billed additionally at BATP's current hourly rate and a separate engagement form will need to be agreed to/signed.**

**Tax Return Price Quote Range:** \_\_\_\_\_

**PLEASE NOTE: PAYMENT IS DUE AT THE TIME THE TAX RETURN IS PICKED UP.**

Taxpayer Name (Client): \_\_\_\_\_

Taxpayer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_