



December 2018

Dear Client,

We are writing to confirm the arrangements for our services. Please read this letter carefully, since it is important that there is a mutual understanding for both you and our firm of what you can expect from our work. **Sign this letter on page 5 and return all pages in order for us to commence services.**

We will prepare your individual federal and state income tax returns for 2018 and estimated tax vouchers for 2019 from the information you furnish using our in-house tax preparation software. We will not audit or otherwise verify the data you submit, although we may ask you to clarify some of it. In order to minimize your preparation fee, we will provide you with an organizer and questionnaire to help you gather the necessary information. When possible, we will resolve questions involving application of tax rules in your favor if there is reasonable justification for it.

We will prepare these returns in the e-file format unless you specifically request otherwise and complete the necessary forms to opt out of this requirement. For either method, you will receive a complete paper copy of all tax returns prepared by us. It is your responsibility to carefully examine and approve your completed tax returns before signing the e-file authorization forms. Any changes necessitating revised or amended tax returns will be billed to you accordingly. Although our firm will use our best efforts to ensure that your returns are successfully transmitted to the appropriate taxing authorities, we will not be responsible for electronic transmission rejections or other errors that arise after your tax returns have been submitted by our office. E-file authorization forms can be signed on paper or electronically. For either method, they must be returned to us by April 14, 2019 or we will automatically prepare an extension of time for filing your 2018 tax returns, even though they might already have been completed. We cannot transmit your returns to the taxing authorities until we have your signed authorization.

In order for us to complete your tax returns for filing by April 15, 2019, **we must receive your complete preparation information by March 11, 2019** (or March 1, 2019 for certain clients who will be notified separately). Please note that receipt by March 11, 2019 does not guarantee completed tax returns by April 15, 2019 as unexpected complications will occasionally occur. If we do not have all information by this deadline, **we will automatically e-file an extension request on your behalf.** If you are one of these extension clients, the final filing deadline is October 15, 2019. If we have not received your tax organizer by September 6, 2019, **we cannot guarantee that your tax returns will be completed by the final filing deadline of October 15, 2019.** You will be responsible for any late filing and/or late payment penalties and interest due to the taxing authorities. In addition, if your tax organizer is received after September 6, 2019, a late fee charge of \$100 plus \$10 for each day late will be added to your tax preparation invoice from us.

Any necessary extension requests will be submitted to the IRS directly from our computer via e-file and do not extend the time to pay any tax liabilities. If it is necessary to request an extension of time to file your tax returns and/or to prepare a projection of your taxable income and tax liabilities, we will use estimates for these calculations. In order to calculate any extension payments, we will need to receive your extension information no later than **April 1, 2019**. If we do not receive your extension information by this date, we will e-file your extension request with zero balance due. If the amount(s)

paid with your extension request are less than the actual amounts due, you will have additional tax liabilities and may be subject to interest and penalties. We are not responsible for any additional tax, interest or penalties incurred.

All the information you submit to us must, to the best of your knowledge, be correct and complete, and must include all income, deductions and other data necessary for the preparation of your income tax returns. You are responsible for providing us with all forms 1099 and 1098 for any income or deductions reported to the IRS prior to the completion of your tax returns. You are responsible for keeping the necessary records of your personal and business deductions, and of personal and business use of any property during 2018. This includes maintaining accurate records relating to business meals, travel, entertainment, vehicle use, gifts and charitable donations. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.

The law provides for a penalty to be imposed where a taxpayer makes a substantial understatement of their tax liability. For individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10% of the tax required to be shown on the return or \$5,000. The penalty is 20% of the tax underpayment. Taxpayers may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement based on substantial authority or (2) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issue in your returns.

If your individual return also includes business activities, please note that the IRS and U.S. Treasury issued final tangible property regulations (TPRs) that govern when taxpayers must capitalize and when they can deduct expenditures for acquiring, producing or improving tangible property. These regulations were fully effective for tax years beginning on or after January 1, 2014. The final regulations created new **annual elections**, and while certain safe harbors and elections are implemented through filing statements or treatment of an item on a timely filed federal tax return, the IRS considers the remaining provisions to be a change in accounting method, which may require the filing of Form 3115, *Application for Change in Accounting Method*.

If we become aware that you may be using an accounting method not in accordance with the final TPR regulations, our firm may need additional time to analyze your current and prior acquisitions and improvements to properly complete Form 3115. By your signature below, you accept ultimate responsibility for your capitalization analyses and decisions, and you agree to provide us with the information necessary to prepare the appropriate elections and/or method change IRS form(s). Please ask us for advice if you have any questions regarding the application of these regulations to your business or rental activities.

In December 2017, the President signed into law the *Tax Cuts and Jobs Act* which introduces the most significant changes to the U.S. tax system since 1986. With a few exceptions, the provisions are generally effective starting in the 2018 tax year. As a result, your federal and state income tax returns for 2018 may look substantially different as compared to prior years. Our firm has spent a great amount of time and resources staying on top of the massive volume of new laws and forms. As such, tax preparation fees across our entire industry are increasing and our firm is no different. While we have not increased our hourly rate, our fee increase will be commensurate with the additional time involved in applying the tax law changes to your tax returns. Please ask us if you have any questions regarding the application of the *Tax Cuts and Jobs Act*.

It is our policy to keep records related to this engagement for 5 years for discontinued clients or indefinitely for ongoing clients. However, we do not keep any of your original records provided and will return these to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. If you are unsure as to how to best maintain your records, please let us know and we can review this with you.

As your CPA, we are required to keep all information about your tax preparation engagement confidential. We will not disclose any of your information unless we have your approval or we are required by law. We are committed to protecting your confidential information from outside sources by maintaining physical, electronic and procedural safeguards. Any documents that are requested by banks, lenders or other financial organizations need your written authorization in order for us to comply. Any documents that are sent electronically from our office that contain your social security number or other sensitive information will be sent via an encrypted software program. **We encourage you to submit documents to us electronically only if they have been properly secured by a password or other form of security.** We may at times use government agency websites to access your tax information. We will use all available safeguards in doing so and your signature below authorizes us to obtain necessary tax information in this manner. Under federal law, the attorney-client privilege has been extended to some but not all communications between a client and the CPA. However, communications solely concerning the preparation of a tax return will not be privileged as far as the IRS or federal government is concerned. Therefore, by law we are required to disclose what may be considered confidential information if requested by the IRS or federal government. In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as 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 to and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that 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, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also be available to answer your inquiries on specific tax matters and to consult with you on income tax, financial, and estate planning. To make our services more constructive, we will offer suggestions from time to time. If requested, we will provide a "lender verification" letter. However, we are only able to confirm that we prepared your tax returns and we included specific forms. Such services provided during the year are not included in your tax preparation fee. These services will be billed separately based on the amount of time required to complete the request.

The Affordable Care Act (ACA) added various health insurance mandates, penalties, and credits beginning in 2014. Our services in connection with this engagement are not designed to address the legal or regulatory aspects of your compliance with the Affordable Care Act. In preparing your individual tax returns, we will rely solely on the information you provide us regarding the ACA

mandates and you agree to accept full responsibility for the accuracy and completeness of this information, as well as your compliance with the ACA. As such, we will not be responsible for any taxes, penalties, or interest that may be assessed.

We will use our professional judgment in preparing your returns. Given the magnitude of the changes the Tax Act contains, as well as new concepts introduced in the law, additional stated guidance from the Internal Revenue Service, and possibly from Congress in the form of technical corrections, may be forthcoming. We will use our professional judgment and expertise to assist you given the Tax Act guidance as currently promulgated. Subsequent developments issued by the applicable tax authorities may affect the information we have previously provided, and these effects may be material. Whenever we are aware that possible applicable tax law is unclear or that there are conflicting interpretations of the law by authorities, we will explain the possible positions which may be taken on your return. In accordance with our professional standards, we will follow whatever position you request on your return so long as it is consistent with the code, regulations and interpretations which have been promulgated.

If the federal or state governments should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. Currently, the Internal Revenue Service (IRS) and state taxing agencies are aggressive in assessing penalties. We assume no liability for any such additional penalties, interest or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable for any damages that occur as a result of ceasing to render services.

Your returns are, of course, subject to review by the taxing authorities. Any items resolved against you by the examining agent are subject to certain rights of appeal. In the event of an examination, we will be available to represent you or instruct you on how to represent yourself, and will render a bill to you for these additional services based on the amount of time required.

**Foreign Reporting Requirements – due 4/15/19 – 6 month extension allowed**

Any person or entity subject to the jurisdiction of the United States (including individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having an aggregate value exceeding \$10,000 at any time during the calendar year in a foreign country, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation *and* by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties.

If you and/or your entity have a financial interest in, or signature authority over, any foreign accounts, *you are responsible for providing us with all the information necessary to prepare the Report of Foreign Bank and Financial Accounts (FBAR) required by the U.S. Department of the Treasury in order for the FBAR to be received by the Department on or before April 15th of each tax year (October 15<sup>th</sup> if an extension is filed).* Effective July 1, 2013, electronic filing of FBAR reports is mandatory. If you would like our firm to submit your electronic FBAR report (FinCEN Form 114) on your behalf, we must receive a signed consent form (FinCEN Form 114a) from you prior to submitting the foreign reporting form. In order for us to file your FinCen 114a by the first filing deadline of 4/15/19, please provide our firm with the necessary information by 3/11/19. Since the extension is not automatic, you will still need to notify our

office by 4/1/19 that you are subject to the foreign reporting requirement and would like us to file the extension on your behalf.

In addition, the Internal Revenue Service also requires information reporting under applicable Internal Revenue Code sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you fall into one of the below categories, or if you have any direct or indirect foreign interests, you may be required to file applicable IRS forms.

- You are an individual or entity with ownership of foreign financial assets and meet the specified criteria (Form 8938);
- You are an officer, director or shareholder with respect to certain foreign corporations (Form 5471);
- You are a foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472);
- You are a U.S. transferor of property to a foreign corporation (Form 926);
- You are a U.S. person with an interest in a foreign trust (Forms 3520 and 3520-A); or
- You are a U.S. person with interests in a foreign partnership (Form 8865).

Failure to timely file the appropriate forms may result in substantial monetary penalties. By your signature below, you accept responsibility for informing us if you believe that you may have foreign reporting requirements with the U.S. Department of the Treasury and/or Internal Revenue Service and you agree to timely provide us with the information necessary to prepare the appropriate form(s). We assume no liability for penalties associated with the failure to file, or untimely filing, of any of these forms.

Please note that the IRS considers virtual currency (i.e. Bitcoin) as property for U.S. federal tax purposes. As such, any transactions in, or transactions that use, virtual currency are subject to the same general tax principles that apply to other property transactions. If you had virtual currency activity during the 2018 tax year, you may be subject to tax consequences associated with such transactions and may have additional foreign reporting requirements. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that may have used virtual currency during the 2018 tax year. Please ask us for advice if you have any questions regarding the type of records required for virtual currency transactions.

Our fee will be based on the amount of time required for tax services at our standard billing rates plus out-of-pocket expenses and computer processing costs. Our standard billing rates range from \$60 to \$225 per hour depending on the staff level and experience of the individual. We believe these rates approximate those of other high-quality CPA firms. We are responsible for preparing only the returns listed above. Our fee does not include responding to inquiries or examination by taxing authorities, income tax projections or any other email or telephone advice provided outside the normal course of your 2018 tax preparation. Our fees for any such services are billed at our standard rates in a separate billing.

Our policy is to require a deposit prior to preparing your tax returns. For returning clients, the deposit is based on your prior year's fee and the timeliness of your prior payments. Any remaining balance will be due after the tax returns have been completed. If you have a history of delinquent payments, the remaining balance for our fees will be due upon tax return completion and we cannot e-file your completed tax returns to the IRS and state governments until payment has been received in full. This deposit is not intended to be an estimate of the total cost of the engagement. Our invoices are due and

payable on presentation. Billing becomes delinquent if not paid within four weeks of the invoice date. A late charge will be applied to the unpaid amount at the rate of 1% per month. We reserve the right to stop work on any account that is 90 days past due, in accordance with our firm's current collection policy. Any account that is not paid in full within 120 days of invoice date will be required to pay cash on delivery of completed tax returns ("COD") for all future services. For first year clients, we require a deposit of \$500 and the remaining balance for our fees will be due upon tax return completion. We cannot e-file your completed tax returns to the IRS and state governments until payment has been received in full. Our standard turn-around time for the completion of your 2018 individual income tax returns is approximately four to five weeks, however some tax returns may require longer. In the event of a sudden need (i.e. mortgage refinance) for an expedited tax return between February 1 and April 15, we will charge an expedite fee of 25% of your total tax preparation fee with full payment due upon tax return completion. We encourage you to call us if there are any questions on our bills. We want you to understand the services we provide and the benefits derived from using an experienced and qualified Certified Public Accounting firm.

Our procedures for preparing your returns include review by both partners and will include the following steps in order to provide you with work of the highest quality.

- *Interview & document organization*
- *Data entry & computer output check*
- *Overall accuracy check*
- *Assemble completed returns*
- *Final review and signature*

We feel that the above steps are a minimum to ensure a quality product that is carefully considered and as free from errors as possible. It is still important, however, that you carefully examine and approve your completed tax returns before signing the e-file authorization forms or before signing and mailing the tax returns to the government. Any changes or corrections that you subsequently discover could necessitate an amended tax return. Our fee for amended tax returns will be billed to you separately.

If the above fairly sets forth your understanding of our services, please sign this letter and return it to us at the time of your interview or with your tax package. The enclosed copy is for your files.

We are pleased to have you as a client and look forward to a long and mutually satisfying relationship.

Sincerely,  
Friedman & Perry, CPA's

 

Diane Perry, CPA, Partner

Rebecca Perry, CPA, Partner

Your signature \_\_\_\_\_

Date \_\_\_\_\_

PLEASE SIGN  
AND RETURN

PLEASE SIGN AND RETURN THIS ENTIRE SET