

# Rumbold Tax Advisory

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## ENGAGEMENT LETTER – TAX PREPARATION – PRIOR YEARS/AMENDED

You have hired this firm to assist you with the preparation or amendment of your Federal and/or State income tax returns for years that are past due. For the preparation of these returns, you will be charged an hourly fee of \$\_\_\_\_\_ for all work performed and services rendered. An estimate of your fees will be given on request but you understand that an accurate estimate cannot be offered before all of your information is gathered. The fees are due and payable in advance in the form of a retainer. I will supply you with one copy of each return.

As your tax professional, we will prepare the returns using information you supply and applying the tax law to the best of my ability. It is not our responsibility to verify your deductions or exemptions or audit your tax return. Should you be audited, the tax agency will require you to support your deductions. You agree that you have provided us with all requested documents and will answer all of our questions fully so that we can properly prepare your returns. If you are claiming a deduction for unreimbursed auto, travel, or other business expenses, you need to have written records to substantiate these deductions. You agree that you are responsible for keeping all documents (receipts & information statements) necessary for the preparation of your tax returns and copies of your tax returns for any possible future examination by the taxing authorities.

It may be necessary for us to obtain a power of attorney from you for the tax years being prepared in order to obtain IRS and state transcripts of your income and account status.

Anything you tell us to prepare your tax return is confidential, but not protected by any attorney-client privilege. If at any time we feel that you require legal advice, we will advise you to consult with an attorney.

Tax law is sometimes unclear and subject to different interpretation. A position taken on your tax return may be disputed by the tax authorities even though it meets the standards for tax return positions described in the Federal Regulations. We will take a position favorable to your interests whenever the facts and circumstances justify it, but not without your prior consultation. We are not responsible for any tax, interest or penalties that may be assessed as a result of a position taken which is successfully challenged by the tax authorities. We require that aggressive positions be disclosed on Form 8275.

This agreement covers only the preparation of your income tax returns. We are not hired to represent you in an audit of this[ese] return[s] or for the collection of any tax that might be due. If you wish representation before any of the tax agencies, a separate agreement will be prepared and a separate fee will be quoted.

You understand that you may be liable for penalties and interest for late filed returns and amended returns.

If you do not pay the fee or your check is returned for insufficient funds and we have to take collection action to collect our fees, any and all costs of collection, including any attorneys' fees that we incur, will be added to the final amount to be collected. Any fees outstanding at the time you pick up your return shall be charged a finance fee of 1.5% per month after 15 days.

Scope of work: \_\_\_\_\_  
\_\_\_\_\_

We (I) have read and agree to the terms of this fee agreement.

\_\_\_\_\_  
Client – Print

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

\_\_\_\_\_  
Client – Print

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Note: This Engagement Letter is binding without signature if you have been given a copy and you choose to have your tax return(s) prepared.