**Business Tax Return Engagement Letter 2021**

**(Form 1065, 1120S, 1120C, 990 and 1041 Entities)**

This letter is to confirm our understanding of the terms and objectives of our tax services engagement and to clarify the nature and extent of the accounting and tax services provided. By signing this engagement letter, you have indicated that you are the person responsible for the tax and accounting matters of this entity.

We will prepare the federal income tax return for the calendar year 2021. We provided (or will provide) questionnaires and worksheets to guide you in organizing the information we needed to prepare your tax return. You represent that the information you supplied to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the return. We did not verify the information you gave us; however, we may have asked for additional clarification of some information. We will also prepare the accounting for the calendar year 2021 and any future years as requested.

Certain nonpublic information about you may be disclosed to provide information to affiliates of the firm and nonaffiliated third parties who perform services or functions for us in conjunction with our services to you. However, we will only make such a disclosure if we have a contractual agreement with the other party which prohibits them from disclosing or using the information other than for the purposes for which it was disclosed.

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 return to a taxing authority. Our firm returns all of your original information to you and provides a copy of your return for your files. You have the final responsibility for the income tax return and, therefore, you should review it carefully before you sign it.

We do not audit or otherwise verify the data you submit. Our work in connection with the preparation of your income tax return did not include any procedures designed to discover errors or fraud, or other irregularities, should any exist. If we discover information that affects your prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We rendered accounting and bookkeeping assistance as necessary for the preparation of the income tax return, and charge our hourly fees based on the work performed.

We use professional judgment in resolving questions where the tax law is unclear, or when conflicts exist between the taxing authorities’ interpretations of the law and other supportable positions. Unless otherwise instructed by you, we resolve such questions in your favor whenever possible.

For Partnerships, because this is an entity whose tax attributes flow through to its partners or members, the penalty for substantial understatement of tax relating to this entity may be imposed on the partners or members.

For S Corporations, because an S Corporation is an entity whose tax attributes generally flow through to its shareholders, the penalty for substantial understatement of tax relating to S corporation items may be imposed at either the corporate or shareholder level.

You should also know that IRS audit procedures will almost always include questions on bartering transactions and on deductions that require strict documentation such as travel and entertainment expenses and expenses for business usage of autos, computers, and cell phones. In preparing your return, we rely on your representation that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. If you have questions about these issues, please contact us.

Certain communications involving tax advice between you and our firm may be privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice.

Your return may be selected for examination by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. If an examination occurs, we will represent you if you so desire; however, these additional services are not included in our fee for preparation of your return and we will render additional invoices for the time and expenses incurred.

Our fees for tax and accounting services are based upon the applicable rates, plus out-of-pocket expenses, including computer processing charges. Hourly rates are $150 per hour. All invoices are due and payable upon receipt. We may bill you on an interim basis prior to completion of this engagement as a progress billing. A late payment fee may be assessed at 2% per month until paid in full.

The timeliness of your cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare your returns within a reasonable period of time prior to the applicable filing deadline. Accordingly, if we do not receive information from you, as noted above, by **February 7th, 2022** (or by **March 7th, 2022** C corporations) it may be necessary for us to pursue an extension of the due date of your returns, and we reserve the right to suspend our service or withdraw from this engagement.

If we elect to terminate our services for non-payment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your return. You will be obligated to compensate us for all the time expended, and to reimburse us for all of our out-of-pocket costs, through date of termination.

In connection with this engagement, we may communicate with you via email transmission. 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 and read only by the addressee. Therefore we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure 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 to any consequential, incidental, direct, indirect or special damages such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

In the event we are required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information we have obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Any litigation arising out of this engagement; except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary.

Notwithstanding anything contained herein, both accountant and client agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at Accountants office located in Tarrant Co. Texas, USA and this location shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This agreement shall be interpreted and governed in accordance with the Laws of Texas.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Because the IRS asked on your business tax return if your business made any payments to individuals, PC, Partnerships, LLC, rent payments, legal or accounting services, you are required to file Form(s) 1099;

**Did the business make any payments in 2021 that would require it to file Form(s) 1099?\_\_\_\_\_\_\_\_\_\_\_\_**

**If yes, did the business file or will it file all required Forms 1099?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

If the tax services and terms outlined are in accordance with your understanding of our engagement, please sign the letter in the space provided.

We appreciate this opportunity to serve you. If you have any questions or need any additional information, please do not hesitate to call us.

Very Truly Yours,



KAREN S. FREEMAN, CPA, PLLC

The foregoing is in accordance with my understanding of your engagement to provide tax services. The terms described in this letter are acceptable and are hereby agreed to.

AGREED TO AND ACCEPTED:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_