

## TAX PREPARATION SERVICE AGREEMENT 2023 Tax Year

I appreciate the opportunity of working with you and advising you regarding your federal and state income tax returns. Please remember, you are paying me for the process, not the outcome. In order to ensure an understanding of our mutual responsibilities, I ask all of my clients for whom returns are prepared to confirm the following arrangements:

1. I will prepare your federal and state tax returns. These returns will be prepared from information which you will furnish to me. I will not audit or make any other verification on the data you submit, although it may be necessary to ask you for clarification of some of the information. I will furnish you with an online checklist to help you in gathering the necessary information (please note this list is not comprehensive, and any forms you are unsure about should be submitted to me prior to me preparing your tax forms). In the event of an audit by a taxing authority, you will be required to provide the documentation for all items in question to the taxing authority. It is the taxpayer's (you) responsibility to obtain/retain all documentation that supports your tax liability.

2. Client agrees to timely deliver requisite tax data and supporting documentation and will not hold TMD SERVICES LLC responsible for delays due to Client's lack of cooperation during the tax preparation process. A surcharge of 10% will be assessed if Client provides data to TMD SERVICES LLC more than 5 days after TMD SERVICES LLC's initial request. It is your responsibility to provide all the information required for the preparation of a complete and accurate tax return. You should retain all documents, cancelled checks and other data that form the basis of income and deductions for at least the period of the statute of limitations (typically 3 years, but can unlimited in certain situations). You should also retain documents that support items carried over into open years, such as cost basis information, nondeductible IRA's, net operating losses, etc. This information may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns; therefore, you should review them carefully before you sign them. ***You should check IRS.gov or your State Tax Department to check on refunds. Please do not call my office asking for your refund; I have no control as to when you receive your refund.***

3. The filing deadline for most business returns is March 15<sup>th</sup>; most individual returns deadline is April 15<sup>th</sup>. If TMD SERVICES LLC has not received Client's income tax data in full prior to the due date(s); an extension request will NOT be automatically e-filed by TMD SERVICES LLC. There is \$100 processing fee to file an extension.

TMD SERVICES LLC will not provide ongoing reminders of filing deadlines or requests for information.

NOTE: Since an extension merely extends the time for filing (not payment), penalties and interest for late payment may accrue for which the Client will be wholly responsible.

4. My work in connection with the preparation of your income tax returns does not include any procedures designed to discover errors or omissions by you, fraud, misrepresentations, defalcations and/or other irregularities, should any exist. I will render such accounting and bookkeeping assistance as determined to be necessary only for the preparation of your income tax returns. It is your responsibility to provide me with accurate, truthful information for use in preparing your tax forms. Upon completion of the Tax Return, based on the information you supplied your return will be considered complete. ***Should you ALTER, CHANGE, ADD, REMOVE information after TMD SERVICES LLC has completed your return, you WILL BE BILLED ACCORDINGLY.***

5. Tax Notices - Client agrees to promptly notify and forward copies of any communications received from tax authorities to TMD SERVICES LLC for review and advice. Client should keep all originals (including envelopes). If Client wishes to be represented by TMD SERVICES LLC, additional forms, fees and expenses should be anticipated [see Representation Agreement].

6. Client's confidential tax information may be shared with third parties with a signed Release Form. This may include, but is not limited to: Copies of W2's, 1099's, communications with Banks, Credit Unions, Employers, etc. (minimum fee \$35 for each recipient).

7. Client will pay a \$50 penalty for any appointment missed and not canceled with 24 hours notification.

8. TMD SERVICES LLC will provide Client with a signed digital copy or a printed copy (only if client is in house for their tax appointment) your preference) of the completed return. A request for an additional copy of a printed or digital return will be charged at \$50.00; this will be paid prior to TMD SERVICES LLC providing the copy. Client should retain their copy and all related materials safely for a minimum of five (5) years. TMD SERVICES LLC will be available year-round to address any Client concerns and to provide tax-planning advice for an additional fee. I will use my professional judgment in resolving questions where the

tax law is unclear, or where there may be conflicts between the taxing authority's interpretation of the law and other supportable positions. Unless otherwise instructed by you, I will resolve such questions in your favor whenever possible.

9. Additional services such as tax planning, communications with tax authorities, preparing prior-year unfiled returns, and many others may be provided under separate agreement between Client and TMD SERVICES LLC.

10. The law provides various penalties that may be imposed when taxpayers understate their tax liability. The Internal Revenue Service also imposes hefty penalties to return preparers for failure to observe due care in reporting for income tax returns.

11. Your returns may be selected for review for any reason by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, I will be available upon request to help you resolve these issues. However, such assistance is not included in your tax preparation fee and I will render additional fees for the time and expense incurred on a case by case basis. Moreover, the taxing authorities may correspond with you regarding your tax return. You agree to timely forward this correspondence to me for review and analysis. Additional fees may be charged depending upon the response required.

12. My fees are based upon a standard rate schedule for the type of forms required to be filed. You will never be charged additional fees. Payment for services is due prior to me e-filing your taxes. Fees for tax preparation will be based on the complexity of the return, expertise required, and time expended by TMD SERVICES LLC.

You are paying me for my skill, knowledge, expertise and continuing education required by regulatory authorities; not for my time. Extraordinary expenses and additional services, incl. but not limited to tax file organization, data compilation, cost basis calculations, research, replacement of lost returns, postage, correspondence with taxing authorities, bookkeeping, tax consultation and audit representation, will be billed on an hourly basis (\$100/hour; billed in 30 minute increments). Client may pay by cash, check, direct debit, Venmo, Zelle, Cashapp. A 3.5% charge will be added for Client's using a Credit Card.

Client's returns will not be e-filed until TMD SERVICES LLC's fees have been paid in full or alternate payment arrangements have been agreed upon.

13. Unless otherwise specified by you in writing (email is sufficient), I will create/generate a PIN for you that will be used as your signature on your tax forms (only applies to electronically filed tax forms - Starting in Jan, 2011, ALL returns prepared MUST be e-filed). If you are issued a PIN through the IRS, I will need a copy of that letter.

**14. YOU ARE PAYING ME TO PREPARE YOUR TAX RETURN ONLY; ANY ADDITIONAL SERVICES NOW OR THROUGHOUT THE YEAR WILL BE CHARGED ACCORDINGLY. TMD SERVICES LLC Services LLC is not a CPA, Banker or Financial Consultant and does not represent herself to be.**

If the foregoing fairly sets forth your understanding, please sign in the space indicated. And thank you for your trust in my professional tax preparation services.

Acknowledged,

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Printed Name

\_\_\_\_\_  
Signature

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Date

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Printed Name

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Signature

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Date