## YEARLY TAX PREPARATION AGREEMENT FOR INDIVIDUAL 2024 1040 Tax Return

YOUR NAME:	SPOUSE NAME
CURRENT ADDRESS:	
EMAIL(s):	
(Your email is used for our purposes only and remains as confidential as all your other data. We don't sell your email, name, number to anyone).	

## PHONE #s:

Thank you for choosing Wasatch Tax & Accounting Inc ("Wasatch") to prepare your income tax returns. This letter confirms the terms of services:

**1. SCOPE OF SERVICES.** We will prepare your federal and state returns based on the information you provide, including financial reports for entities. Although our work will not include audit procedures to discover irregularities or inaccuracies in the tax data you provide, we do perform our own due diligence and may ask for clarification of information, or additional information, so we can prepare accurate and complete. The scope of Tax Prep services does not include amended returns, IRS or compliance audit/exams, CP notice or other resolution representation before the IRS or other taxing authority. Tax preparation does not include actual accounting or bookkeeping services or procedural reviews.

2. INFORMATION/DOCUMENTS/RECORDS. It is your responsibility to provide all necessary information and documents related to income and deductions and to respond to our inquiries in a timely manner so we can accurately complete your returns by the appropriate due dates. We will prepare tax returns based upon the information received, assuming the best and assuming no intentional fraud or evasion. If we identify errors in your records, we will call those to your attention and may not prepare the return until the error or accounting matter is fixed.

It is your responsibility to review your returns before they are filed. You assume the risk of any inaccurate, or false, information provided for tax preparation. Filing your returns by the due date is your responsibility. We cannot guarantee your return may not fall under IRS scrutiny. Audit representation is not included with tax preparation. If your return is selected for audit by the IRS or others, we are available to assist you.

You are responsible for maintaining appropriate records, such as official tax documents, receipts & substantiation for deductions and purchases, etc. If you have a business, you are responsible for maintaining records regarding all Income, Expenses, assets and liabilities. Because the information you provide will be used for the tax return, we will be held harmless for any errors or misrepresentations which may be discovered in that information that may affect the accuracy of the return. Wasatch is not responsible for the tax result or financial cost of correcting any such errors.

**3. FEES FOR SERVICES.** Wasatch agrees to provide tax preparation services in exchange for a fee. You acknowledge and agree to pay Wasatch the fee(s) in consideration for tax preparation (or other services) and those fees are calculated based on the forms, research, and work required to give you the most accurate tax return possible. You agree to pay all invoices prior to the tax return being e-filed or otherwise submitted. Any services provided, whether a completed return is produced or not, will have a fee based on work performed, including consultation billed at an hourly rate. Accounting services, bookkeeping, advance planning, asset sale calculations, consultation, IRS audit representation, resolution, and correspondence are all separately billed services and are not included in the fee for Tax Return Preparation.

**4. TERMINATION.** Wasatch may withdraw from this engagement at any time with a written notice if Client: (1) insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by a "good faith" argument; (2) seeks to pursue an illegal or unethical course of conduct on its own accord; (3) misrepresents the truth or facts to us; (4) fails to pay the invoices when due; or (5) any conduct or facts that makes it difficult for Wasatch to carry out its obligation; (6) or it is in the best interest of either Wasatch or the Client. Client may withdraw at any time with written notice to Wasatch and full payment of all fees for all work performed to the date of termination.

## 5. OTHER PROVISIONS

Cooperation: Parties agree to cooperate and comply with all reasonable requests on any matter encompassed by this Agreement.

Governing Law: This Agreement shall be construed and interpreted in accordance with Utah laws. Entire Agreement: This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties.

<u>Default /Costs/Attorney Fees</u>: If either party should default under the terms of this Agreement, the non-defaulting party shall have the right to receive all its costs from the other party, including costs of enforcement and attorney's fees. In the event of a Wasatch error, Wasatch will pay any assessed penalty, but not the associated tax increase or interest charged on any underpayments. <u>Dispute Resolution</u>: Should a dispute or disagreement develop between you and Wasatch, you hereby agree to voluntary mediation. If after voluntary mediation, the dispute is still not resolved, you agree to submit the matter to mandatory arbitration through the local chapter of the American Arbitration Association, including all applicable AAA policies and procedures. Should Wasatch provide tax preparation, consulting or any other services based on information that is later determined to be incomplete, inaccurate, or fraudulent, the Client agrees to hold Wasatch harmless from any claim, tax increase, interest, penalties, or cost to correct.

<u>Privacy Policy</u>: As tax practitioners, we receive and collect nonpublic personal information from various forms, worksheets, verbal, and written statements that you provide. We do not disclose this information to others for any purposes outside of this service agreement. Note, to provide a cost effective and quality service, and Under 26 USC 7216 Consent to Disclose, Wasatch Tax may disclose, for purposes of data entry via our secure environment, some or all of the tax information provided, to Pacific Accounting & Business Svcs Inc. You may withdraw your consent for this specific disclosure. Wasatch Tax will remain the final preparer but there may be an additional processing fee. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to secure your nonpublic information. All copies of tax returns and documentation are provided to Wasatch Tax client only (who can provide to others as desired).

## ACKNOWLEDGMENT AND UNDERSTANDING

The undersigned have read, understand, and agree to the foregoing terms. (ALL individual returns require this agreement for tax preparation)