

Patrick & Robinson, LLC - 2010 Individual Tax Preparation Engagement Policy

These are our standard terms of our income tax compliance services engagement for your return year beginning in the year 2009. Please read, sign, and return it. If we do not receive your signed engagement, your act of providing us with documents to be used for the preparation of your tax return will be deemed as your agreement with this policy *unless you notify us to the contrary in writing prior to the beginning of our work on your tax return.*

Shared Responsibility – By providing data to us for the preparation of your 2009 federal and/or state income tax returns, you confirm you have engaged us to prepare those tax returns and you will be responsible for the payment of fees connected with our services. We cannot be responsible for the correctness of information you provide; however, we may ask for clarification of some information or acknowledge that some data may not appear to be reasonable or accurate. For efficiency in the preparation of individual returns, we can provide either electronic or paper organizers (by email where possible) if you request them, to guide you in gathering the necessary information. The electronic version is available from our web site; call us for the procedure to access it.

Our Responsibility – Our work in connection with the preparation of any income tax return does not include any procedures designed to discover defalcations or other irregularities, should any exist. We will comply with all state and federal laws for tax preparation, as well as those of any professional associations of which we are members. We will render such accounting and bookkeeping assistance as determined to be necessary for the preparation of the income tax returns. We will use our judgment in resolving questions where the tax law is unclear, or where there are conflicts between taxing authorities' interpretations of the law and other supportable positions. Unless you instruct otherwise, we will resolve such questions in your favor whenever possible. Our responsibility for the preparation of your returns will begin when we submit the signed and dated return to you and will end three years from that date. Any unresolved conflicts or disputes in regard to our services to you will be settled by the use of mediation services in the state of Florida.

We will make every effort to have your return prepared by the April 15, 2010 deadline, provided that we have received substantially all of your data no later than **March 25, 2010**. Thereafter, no completion deadline can be guaranteed. We will submit extensions for time to file on your behalf as necessary, where it is not practical to complete your return for filing, or when you have not submitted your data to us timely. If we are not provided sufficient data to make a reasonable estimate of your tax liability, do not assume that we will prepare your extension unless you specifically request us to do so. Extensions **do not** apply to the payment of any tax due. Any penalties and interest will be your responsibility! When extensions are prepared a minimum fee of \$50 will apply, plus \$50 for each state extension required.

Should your return be selected for examination or inquiry as to its correctness, we are available to represent you to the appropriate taxing authority. Any proposed adjustments by the examining agent are subject to certain rights of appeal. Our representation service is not included in our preparation fee, unless the proposed changes are the result of our error. These additional services will be billed separately at our prevailing rates at the time the services are rendered.

Your Responsibility – It is your responsibility to provide all the information required for the preparation of complete and accurate returns, whether you follow our organizer or not, including the basis and purchase dates of investments sold and source documents needed to interpret sources and amounts of income or deductions. All taxing authorities require records to substantiate the activity reported on a tax return. You have the final responsibility for the tax return and, therefore, you should review the return carefully for accuracy before you sign and submit it for filing. Upon completion of your return, all of your documents will be returned to you. You should retain all the documents, canceled checks, bank statements, credit card statements, original invoices and any other data, or their images, that form the basis of amounts included on your tax return for a minimum of three years from the filing date of the return. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. Please do not assume that we will have copies of these documents should an examination of your return occur. The law provides various penalties and interest that may be imposed when taxpayers understate their tax liabilities, file their returns late or pay their taxes late. These costs are your responsibility.

Records Retention – We return all documents that you provide to us when we deliver your tax return for filing, and provide a courtesy digital copy of our file copies. We will retain an electronic copy of your return, as prepared, in our office, for reproduction for whatever need may arise, for four ~~six~~ years past the date our preparation was completed. We may retain certain support documents that you provide as a part of our file, but we will not be responsible for their retention in the case of inquiry on your behalf. It is your responsibility to retain all records necessary to defend your return until the appropriate statute of limitations has passed.

Disclosures – Requests for copies of our files to third parties will require written authorization in compliance with federal and state laws. If the return is a joint return, we will take the position that any information provided or answers given, by whatever means, is available for disclosure to either spouse without reservation. Where there is a difference of position between spouses, we will disclose the conflict of interest to both spouses for you to resolve.

Electronic Filing of Returns – In connection with the Internal Revenue Service’s effort to reduce paper processing and improve efficiency, if practical, we will prepare your federal return for filing electronically. This will be a federal requirement in 2011, thus we will be an early adopter to ensure effective compliance. There is no added fee for this service. We will make reasonable effort to efile state returns as well. A surcharge will apply if you request paper filing of your returns to cover additional handling and supplies.

Terms – Our fees for tax services will be based upon the preparation time required at our prevailing billing rates, plus other direct costs incurred for this service. However, we have established a *minimum fee* of \$500 for a 2010 Form 1040, which we can explain upon request. All invoices are due and payable upon presentation. We will accept credit card payments, if that is your preference. Amounts not paid within 45 days from the invoice date will be subject to a late payment charge of 1.5% per month (18% per year). We will send you a statement of any outstanding balance at least quarterly. No return will be prepared unless all previous invoices have been paid in full. We would expect payment on delivery where possible.

Services Not Included – This engagement will not include any estate, gift, and financial planning, or investment advice; however, we are available for these services as a part of a separate engagement, if requested.

If you agree that the above fairly states our tax preparation engagement, please confirm your agreement with a signature either on this document or on the organizer itself and return it to our office, either by mail, email, or as part of your tax data that you will submit. If you do not provide us with this statement, your act of submitting your tax return data for the preparation services will confirm your agreement. If there are other returns that you expect us to prepare, such as tangible, intangible or gift tax returns, or other forms, please inform us by noting so in the space provided. While we may inquire about other returns during the year, we will not assume that we are to prepare them unless you ask us to do so. If you have not contacted us either by the return of this confirmation or other affirmative method by **April 1, 2010**, we will assume that you have made other arrangements for the preparation of your return(s).

Again, thank you for your confidence in our work. We look forward to working with you in 2010. Please let us know how we can help make your financial life easier.

Sincerely,

Patrick & Robinson, LLC

Certified Public Accountants

Accepted by: _____ Spouse _____ Date: _____

I am interested in the following additional services: _____
