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ENGAGEMENT LETTER FOR PREPARATION OF 2009 FEDERAL AND/OR STATE INCOME TAX RETURNS

By signing this statement, you (the client) acknowledge that you have engaged Devon & Associates for the preparation of your 2009 Federal and/or State income tax returns. The statements below confirm arrangement for these tax preparation services:

Client Will:

- Provide complete and accurate information for the preparation of the 2009 Income Tax Returns. Unless required information is available fifteen (15) days prior to the due date, filing extension may be required.
- Certify that he/she has maintained all documentation as required to support the information used in preparing the tax returns including, but not limited to, the strict documentation for charitable contributions, business travel, meals and entertainment, and the business usage of automobiles, computers and cellular phones.
- Notify the preparer of any payments made to household employees.
- Carefully review the completed income tax return for accuracy before signing and mailing them to the taxing authorities. In the case of Electronic Filing, a 24-hour delay will occur before transmitting your returns. This will enable you adequate time to review your copies for accuracy.
- Notify the preparer immediately of any corrections to your Tax Return.
- Notify the preparer immediately of any tax correspondence received from taxing authorities related to these returns.
- Be responsible for any taxpayer penalties, additional taxes or interest assessed by the taxing authorities.

Prepare Will:

- Use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between taxing authorities' interpretations of the law and what seem to be other supportable positions. Whenever possible, the preparer will resolve such questions in the client's favor as long as it is consistent with the Tax Codes, Regulations and interpretations.
- Prepare the return(s) based on the information and documentation provided by the client. A check will be furnished to aid the client in organizing this information. Such information will be reviewed, and if necessary, client will be asked for additional documentation or clarification of certain items. If needed, bookkeeping services will be rendered at **\$45** per hour, and research performed for additional fee.
- Inform the client about information discovered that affects other tax years. However, the preparer cannot be held responsible for identifying ALL items. Should the client become aware of such information, he/she will contact the preparer to discuss the best resolution of the issue.
- Prepare and present the completed return(s) for filing, and provide the client a copy of the return(s) along with the original information and documentation used in its preparation. Additional copies will be available for a fee.
- Treat any information received from the client as confidential and subject to disclosure **ONLY** at the written request of the client or as compelled by law. Copies of the completed return(s) will be warehoused for six (6) years, after which they will be destroyed. If the client requests additional copies of the return(s) and/or document(s), there will be a fee for this service. All two (2) business days to fill the request.

Fee Policy

A non-refundable deposit of \$75 is requested at the time of the initial interview. The balance of the fee preparation of your tax return(s) is due upon notification that your return(s) have been completed, unless prior arrangements have been made. If the balance remains unpaid for more than fifteen (15) days, a finance charge will be added. Finance charges are computed at the rate of 2% per month or partial month (24% per year) on the unpaid balance, or a minimum monthly fee of \$5, whichever is greater.

The fee for preparing your income tax return(s) does NOT include responding to tax agency inquiries, representations on your behalf, nor subsequent consultations. (See "Audit and/or Other Representation Policy" below)

A rerun fee of \$25.00 will be imposed on completed returns requiring reprinting due to additional information furnished after processing.

Audit and/or Other Representation Policy

The return preparation fee does **NOT** include services requested after the return is completed in connection with audits or appeals. However, audit representation services are available on an hourly basis and are billed separately. All income tax returns are subject to examination by taxing authorities. If this occur, we will represent you, if you so desire. It is important for you to know that any items resolved against you by the examining agency, such as disallowance of doubtful deductions or inadequate documentation, the resulting taxes, or penalties and interest, are ultimately your responsibility although you still have certain rights to appeal. **Please be aware that there are no attorney-client privileges when working with directly with Enrolled Agents or CPAs.** In certain complex cases, it is sometimes recommended that our services to represent you be retained by an attorney.

We sincerely appreciate this opportunity to serve you and look forward to a long and mutually satisfying, professional relationship.

Acceptance

I have read and hereby accept the foregoing terms and conditions of this agreement.

Client Signature Date

Spouse's Signature Date

- **RETAIN ALL SUPPORTING DOCUMENTATION FOR AT LEAST FOUR (4) YEARS FROM THE DATE OF FILING.**
- **RETAIN ALL SUPPORTING RECORDS FOR THE ACQUISITION OF PROPERTY, STOCKS AND OTHER INVESTMENTS UNTIL THE DATE SOLD PLUS FOUR (4) YEARS.**
- **RETAIN YOUR COPIES OF THE TAX RETURN, INCLUDING W-2'S AND ALL SCHEDULES INDEFINITELY.**