
DON FITCH ACCOUNTANCY

Certified Public Accountant

Website www.CpaLenderLetter.com * Call Toll Free (877)CPA-HELP

PENALTY ABATEMENT LETTER

This is intended to be a legally binding agreement.

Please read it carefully.

I, _____ ("CLIENT"), do hereby retain Don Fitch Accountancy ("DFA"), to prepare a Penalty Abatement Letter.

All communications with CLIENT may be made at:

Address: _____

City: _____ State: _____ Zip: _____

Phone Home: _____ Work Phone: _____

Home Fax: _____ Work Fax: _____

Home Email: _____ Work Email: _____

SSN or EIN's: _____ Cell Phone: _____

I. CONDITIONS.

A. This agreement will not take effect, and DON FITCH ACCOUNTANCY "DFA" will have no obligation to provide professional services until CLIENT returns a signed and initialed copy of this agreement and pays the quoted professional fee. No services shall begin until CLIENT's initial payment has cleared DFA's bank (via credit card, check, wire transfer) as collected funds and this Agreement is accepted by a DFA principal.

____ CLIENT INITIAL(S)

B. If CLIENT moves or changes phone numbers, DFA will be notified immediately with their updated contact information.

____ CLIENT INITIAL(S)

II. SCOPE OF REPRESENTATION

A. DFA is engaged to prepare for CLIENT a Penalty Abatement Letter.

____ CLIENT INITIAL(S)

B. The Penalty Abatement Letter written by DFA for CLIENT will be based upon IRS Income Information, IRS Transcripts, and CLIENT provided federal tax returns and information.

____ CLIENT INITIAL(S)

C. DFA shall comply with any and all known professional standards relating to Penalty Abatement

DON FITCH ACCOUNTANCY

Certified Public Accountant

Website www.CpaLenderLetter.com * Call Toll Free (877)CPA-HELP

PENALTY ABATEMENT LETTER

Letters including the standards established by the American Institute of Certified Public Accountants.

_____ CLIENT INITIAL(S)

III. NO COST MANDATORY ARBITRATION VIA THE BETTER BUSINESS BUREAU

The CLIENT and "DFA" agrees in advance to **Mandatory Arbitration** via the Better Business Bureau's "Binding Arbitration" (see <http://www.labbb.org>) located in Riverside County of the State of California. DFA and CLIENT agree that at the election of DFA, the arbitration may either be binding or nonbinding. DFA and CLIENT agrees to arbitration relating to any and all claims arising out of this contract including but not limited to professional malpractice, unpaid fees, breach of contract, violations of law, violations of statute, intentional wrongdoing, and all other potential claims. CLIENT further understands that information on arbitration and the arbitration procedures relating to any aspect of the Better Business Bureau's program is available from the Better Business Bureau at their website at <http://www.labbb.org>. In any arbitration arising out of this Agreement, the prevailing party shall not be entitled to attorney's fees and/or costs.

_____ CLIENT INITIAL(S)

IV. CLIENT'S DUTIES

A. CLIENT shall respond **promptly** and fully within **ten (10) calendar days** to any and all information and document requests by DFA. If CLIENT fails to respond to DFA's requests for information or documents, then DFA may, in its sole discretion, terminate this Engagement/Agreement and cease to perform any future services on behalf of CLIENT.

_____ CLIENT INITIAL(S)

B. CLIENT agrees to be **truthful** with DFA including any representations relating to providing the requisite documents/information (Tax Returns, 1099Misc, W-2's, K-1's, etc).

_____ CLIENT INITIAL(S)

V. DISCLAIMER OF GUARANTEE.

A. Nothing in this Agreement and nothing in DFA's statements to CLIENT will be construed as a promise or guarantee about the outcome of CLIENT's tax issues. DFA makes no such promises or guarantees.

_____ CLIENT INITIAL(S)

B. Nothing in this Agreement and nothing in DFA's statements to CLIENT will be construed as a promise or guarantee about the outcome of the CLIENT's IRS Penalties. DFA makes no such promises or guarantees.

_____ CLIENT INITIAL(S)

DON FITCH ACCOUNTANCY

Certified Public Accountant

Website www.CpaLenderLetter.com * Call Toll Free (877)CPA-HELP

PENALTY ABATEMENT LETTER

VI. FIXED FEE

A. CLIENT agrees to a Fixed Fee of \$750.(3 hours x 250).

____ CLIENT INITIAL(S)

B. If a Penalty Abatement Letter is completed by DFA, the CLIENT is NOT entitled to a refund of amounts paid to DFA.

____ CLIENT INITIAL(S)

VII. END OF ENGAGEMENT/REVOCAATION

A. CLIENT acknowledges and fully understands that the engagement ends (Revocation) upon the professional services (Penalty Abatement Letter) being completed and forwarded to CLIENT. **CLIENT understands all work has stopped and that the engagement is complete.**

____ CLIENT INITIAL(S)

B. CLIENT acknowledges and fully understands that the engagement ends (Revocation) upon receiving a DFA Email indicating a “THANK YOU – Thank you for your Business – THANK YOU”. **CLIENT understands all work has stopped and that the engagement is complete.**

____ CLIENT INITIAL(S)

C. CLIENT acknowledges and fully understands that the engagement ends (Revocation) upon receiving a DFA Letter indicating a “CONGRATULATIONS–PENALTY ABATEMENT LETTER HAS BEEN COMPLETED”. **CLIENT understands all work has stopped and that the engagement is complete.**

____ CLIENT INITIAL(S)

D. CLIENT acknowledges and fully understands that the engagement ends (Revocation) when CLIENT fails to respond promptly and fully within ten (10) calendar days to provide the requested requisite information. **CLIENT understands all work has stopped and that the engagement is complete.**

____ CLIENT INITIAL(S)

E. CLIENT acknowledges and fully understands that the engagement ends (Revocation) when CLIENT fails to provide current contact information (current address, phone numbers, etc.). **CLIENT understands all work has stopped and that the engagement is complete.**

____ CLIENT INITIAL(S)

VIII. GENERAL PROVISIONS

A. This agreement shall be governed by, and construed in accordance with, the laws of the **State of California.**

____ CLIENT INITIAL(S)

B. If any provision or portion of a provision of this Agreement is held to be unenforceable for any

DON FITCH ACCOUNTANCY

Certified Public Accountant

Website www.CpaLenderLetter.com * Call Toll Free (877)CPA-HELP

PENALTY ABATEMENT LETTER

reason, the remainder of that provision and of the entire agreement will be severable and will remain in effect.

____ CLIENT INITIAL(S)

C. This Penalty Abatement Letter Engagement Agreement contains the entire Agreement of the parties. No other Agreements, statements or promises made on or before the effective date of this agreement will be binding on the parties.

____ CLIENT INITIAL(S)

D. Since the services performed are based upon a fixed fee, CLIENT expressly waives any accounting or monthly billing of time spent by DFA, and it is understood that DFA may not be keeping records of the time spent on this matter.

____ CLIENT INITIAL(S)

E. CLIENT agrees that 3rd parties (Employers, Mortgage companies, etc.) may be provided copies of the Penalty Abatement Letter and/or information.

____ CLIENT INITIAL(S)

F. CLIENT understands that a rerun of the Penalty Abatement Letter that involves additional contact with the IRS and/or other agencies is an additional cost of \$100.

____ CLIENT INITIAL(S)

G. CLIENT understands that upon completion (revocation) of this engagement, any additional work requested by CLIENT is additional hourly billing to DFA.

____ CLIENT INITIAL(S)

H. CLIENT agrees that this contract by DFA is in the font size of 12 and is easily readable.

____ CLIENT INITIAL(S)

I. CLIENT agrees that the proper venue for any action relating to the Agreement shall be in **Riverside County** in the **State of California**.

____ CLIENT INITIAL(S)

J. CLIENT agrees that in any litigation arising out of this Agreement, the prevailing party shall NOT be entitled to attorney's fees and/or costs.

____ CLIENT INITIAL(S)

K. This agreement may be modified only by subsequent written agreement of the parties.

____ CLIENT INITIAL(S)

NOTICE TO CLIENT: DO NOT SIGN THIS DFA & CLIENT CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.

DON FITCH ACCOUNTANCY

Certified Public Accountant

Website www.CpaLenderLetter.com * Call Toll Free (877)CPA-HELP

PENALTY ABATEMENT LETTER

I/We have read and understood the foregoing terms and agree to them. If more than one party signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement. I believe this accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described, please sign.

CLIENT:

DON FITCH ACCOUNTANCY:

By: _____

By: _____

By: _____

(rev 01/10/08)

Date: _____