
DON FITCH ACCOUNTANCY

CERTIFIED PUBLIC ACCOUNTANT

Website www.paylesstax.com * Email DonFitchCPA@Paylesstax.com

1041 TRUST TAX RETURN PREPARATION AGREEMENT

MINIMUM FORM FEE OF \$750 or HOURLY

This is intended to be a legally binding agreement. Please read it carefully.

I, _____ ("CLIENT"), do hereby retain Don Fitch Accountancy ("DFA"), to represent the following taxpaying entity: _____ ("TAXPAYER").

All communications with Client may be made at:

Address: _____

City: _____ State: _____ Zip: _____

Phone Home: _____ Work Phone: _____

Home Fax: _____ Work Fax: _____

Primary Email: _____ Secondary Email: _____

SSN or EIN: _____ 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 (via credit card, check, wire transfer) has cleared DFA's bank as collected funds and this Agreement is accepted by a DFA principal. When a DFA principal accepts this agreement, DFA hourly billing begins.

_____ 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 will prepare your **IRS form 1041** federal and state (if state is required) tax return(s).

_____ CLIENT INITIAL(S)



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B. Clients federal and state income tax returns will be prepared and computer processed from the information furnished. DFA will not audit or otherwise verify the data submitted, although clarification may be requested where needed. DFA will resolve all questions involving tax rules in the Clients favor.

_____ CLIENT INITIAL(S)

III. CLIENT'S DUTIES

A. CLIENT agrees to be **truthful** with DFA, cooperate, keep DFA informed of developments, abide by this Agreement, pay DFA bills on time and keep DFA advised of Client's address, telephone number, and whereabouts. Client understands the subject matter of DFA's retention may require a substantial expenditure of CLIENT'S time in reviewing documents.

_____ CLIENT INITIAL(S)

B. CLIENT shall respond **promptly** and **fully** within **ten (10)** calendar days to any and all documents and information requests by DFA. If CLIENT fails to respond to DFA's requests for documents or information, then DFA may, in its sole discretion, terminate this agreement and has the right to refuse future services.

_____ CLIENT INITIAL(S)

C. CLIENT understands that any delay by CLIENT with the furnishing of prior year tax returns, tax information, and/or documents etc. may expose the Client to unnecessary interest and penalties by the various taxing authorities. CLIENT understands that these penalties and interest are his/her responsibility.

_____ CLIENT INITIAL(S)

IV. MINIMUM FORM FEE/HOURLY

A. CLIENT agrees to pay a deposit of \$750 as a minimum fee for each tax return. Client clearly understands that the total tax return preparation fee is based on the higher of the total tax software per form fee or the hourly rate of \$250 per hour. The form fees are generated by DFAs professional tax software and are reviewed by a DFA Principal.

_____ CLIENT INITIAL(S)

B. CLIENT understands that when total hourly billing **exceeds** the Form Fee Billing, DFA may option for hourly billing.

_____ CLIENT INITIAL(S)

C. CLIENT understands that any additional work outside the scope of this agreement requested by



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CLIENT is considered additional hourly billing to DFA. Examples include (not all inclusive): Reviewing CLIENT provided tax returns for any year, IRS notices, State tax notices, Bookkeeping, IRS Penalty Abatements, etc.

_____ CLIENT INITIAL(S)

D. If CLIENT is not current with fees to DFA, the work by DFA will stop until CLIENT becomes current in payments. In the event CLIENT is not current with fees and DFA stops providing professional services, as set forth in this Agreement, any loss or damage sustained by CLIENT shall be the CLIENT's sole responsibility and CLIENT waves any claim against DFA for such loss or damage sustained.

_____ CLIENT INITIAL(S)

E. The date the file is opened shall be determined as the date on which CLIENT's initial payment has cleared DFA's bank as collected funds.

_____ CLIENT INITIAL(S)

F. In the event any check presented to DFA is returned by CLIENT's financial institution for insufficient funds or any other reason, DFA will impose a twenty dollar (\$20) charge for each returned item.

_____ CLIENT INITIAL(S)

G. In no event shall the amount of the initial deposit of CLIENT be deemed to limit CLIENT's responsibility for all fees.

_____ CLIENT INITIAL(S)

H. In the event the CLIENT does not make timely payments to DFA and CLIENT's account becomes greater than **120 days past due**, the CLIENT's account may be forwarded to a collection agency for collection.

_____ CLIENT INITIAL(S)

I. In the event DFA elects to terminate services (due to CLIENT's nonpayment, or not providing information, etc.), CLIENT will not be entitled to any refund of fees paid to DFA.

_____ CLIENT INITIAL(S)

V. DISCLAIMER OF GUARANTEE.

Nothing in this Agreement or 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. DFA makes no representations or warranties. All statements of DFA on any such matters are statements of opinion only.



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VI. END OF ENGAGEMENT/REVOCAION

A. CLIENT acknowledges and fully understands that the engagement of DFA ends (Revocation) upon the professional services (**Tax Return Preparation**) 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 of DFA ends (Revocation) upon receiving a DFA Email indicating an “**End of Engagement**”. **CLIENT understands all work has stopped and that the engagement is complete.**

____ CLIENT INITIAL(S)

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

____ CLIENT INITIAL(S)

D. CLIENT acknowledges and fully understands that the engagement of DFA 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)

E. Client understands that the engagement ends of DFA (Revocation) upon not timely paying any and all amounts owed to DFA. An invoice stating "**INVOICE #3 - All work has STOPPED. Payment is PAST DUE. Please pay via CREDIT CARD or DIRECT DEPOSIT in the amount of \$XXX - INVOICE #3**" will be sent as the final attempt to collect the balance owed before the account is **forwarded** to a collection agency. **Client understands all work has stopped and forfeits any deposit/refund.**

____ CLIENT INITIAL(S)

VII. GENERAL PROVISIONS

A. This agreement shall be governed by, and construed in accordance with the laws of the State of California. The parties hereto agree that the proper venue for any action relating to the Agreement shall be in Riverside County.

____ CLIENT INITIAL(S)



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B. 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)

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

____ CLIENT INITIAL(S)

D. If any provision or portion of a provision of this Agreement is held to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and will remain in effect.

____ CLIENT INITIAL(S)

E. This agreement may be modified only by subsequent written agreement of both parties.

____ CLIENT INITIAL(S)

F. CLIENT clearly understands that the Taxing Agency may send both statutory and nonstatutory notices to the taxpayer(s). Statutory notices are notices that must be sent to the taxpayer by the Taxing Agency and cannot be stopped by DFA as they are part of the taxpayer's rights to receive them (see IRS Publication 1-Your Rights as a Taxpayer). These IRS notices include (not all inclusive) CP-504s, CP503s, CP502s, CP501s, and CP523, etc.

____ CLIENT INITIAL(S)

G. This contract replaces any and all prior Tax Return Preparation contracts with DFA whether oral or written.

____ CLIENT INITIAL(S)

H. CLIENT clearly understands that during this entire process the client may continue to accrue penalties and interest and that DFA is not responsible for them in any way.

____ CLIENT INITIAL(S)

I. This Tax Return Preparation Agreement contains the entire Agreement of both parties.

____ CLIENT INITIAL(S)

J. Client and DFA agree that this Agreement may be signed by electronic signature (DocuSign, etc.), and is intended to be legally binding in the same way as if there are physical signatures affixed below.

____ CLIENT INITIAL(S)

K. Unless stated in writing, Client has provided only copies of any and all documents provided; thus, DFA will not return any documents to Client (Working Trial Balance, Tax Organizer, W-2's, 1099's, 1098's, etc.).



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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.

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: _____

Date: _____

Date: _____

(UpD 02252016)



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