
DON FITCH ACCOUNTANCY
CERTIFIED PUBLIC ACCOUNTANT
Website www.paylesstax.com * Call Toll Free (877)CPA-HELP
IRS FORM 911 ENGAGEMENT with \$250 HOURLY BILLING

This is intended to be a legally binding agreement.

I, _____ ("CLIENT"), do hereby retain Don Fitch Accountancy ("DFA"), to complete the below 911 Form Engagement.

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.

This agreement will not take effect, and DFA will have no obligation to provide professional services, until Client returns a signed copy of this agreement and pays the initial deposit determined by DFA. Client agrees to Hourly billing of \$250 per hour.

_____ CLIENT INITIAL(S)

II. SCOPE OF REPRESENTATION

A. DFA is to represent Client in the activity of Completing and submitting IRS form 911 (**IRS Form 911 Application for Taxpayer Assistance Order**).

_____ CLIENT INITIAL(S)

B. DFA shall not advise CLIENT with regard to judicial proceedings under this Agreement. DFA is not engaged in the practice of law and is not authorized to perform legal services or provide legal advice to CLIENT.

_____ CLIENT INITIAL(S)

C. Any 911 Form Engagement is subject to the consent and agreement of CLIENT. However, DFA **cannot** guarantee the success of any 911 Form Engagement. By signing this Agreement,



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CLIENT acknowledges that DFA has made no representation or promises regarding the outcome of this matter and that any opinion expressed by DFA or any of its representatives in the future will not constitute a guarantee of any particular result.

_____ CLIENT INITIAL(S)

D. DFA shall assign a **Tax Manager** to handle the CLIENT'S tax issues. The Tax Manager/Power of Attorney shall keep CLIENT advised of all developments regarding this matter and understands that the Tax Manager/Power of Attorney (if assigned) will handle any and all contacts with any taxing agency (if applicable).

_____ CLIENT INITIAL(S)

E. Client clearly understands that this contract does not include the preparation of any tax return(s) that may be required by the taxing agency to complete the 911 Form Engagement. If tax returns are required by the taxing agency, a separate DFA contract will be necessary for DFA to complete the tax returns; otherwise, the tax returns will have to be prepared/furnished by the client. Any delay by the Client with the furnishing of tax returns may expose the client to unnecessary enforced collection activity (levies, garnishments, etc.) by the various taxing authorities.

_____ CLIENT INITIAL(S)

F. The IRS Code, IRS regulations, and IRS manuals are always being updated; thus, while you may be a 911 Form Engagement candidate today, this may change tomorrow through **no fault** of DFA or the taxing agency. CLIENT clearly understands of such risk and **accepts** such risk.

_____ 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 all information and document requests by DFA and shall attend meetings at DFA's office on adequate notice. If CLIENT fails to respond to DFA's requests for documents or information if this matter is not resolved within one (1) calendar year from the date of this Agreement, then DFA may, in its sole discretion, terminate this current agreement and has the right to refuse future services.

_____ CLIENT INITIAL(S)



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IV. DEPOSIT

A. CLIENT agrees to pay a deposit of \$ 750.00.

_____ CLIENT INITIAL(S)

B. 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 ten dollar (\$10) charge for each returned item.

_____ CLIENT INITIAL(S)

C. No services shall begin until CLIENT's initial payment has cleared DFA's bank as collected funds, and this Agreement is accepted by a DFA principal. If CLIENT does not make a timely payment or perform as promised (e.g., make current deposits or supply information or a CLIENT's check is returned to DFA for insufficient funds), DFA, at its sole discretion, may terminate all current services and withdraw its representation immediately and without further obligation to render future services.

_____ 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 performing professional services/work, as set forth in this Agreement, any loss or damage sustained by Client shall be the Clients sole responsibility and Client waves any claim against DFA for such loss or damage sustained by Client.

_____ CLIENT INITIAL(S)

E. If this Agreement is terminated prior to completion by DFA of the services contracted for in this Agreement, CLIENT is entitled to a **partial refund** of amounts paid to DFA.

_____ CLIENT INITIAL(S)

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

_____ CLIENT INITIAL(S)

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

_____ CLIENT INITIAL(S)

H. 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)



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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 matter. DFA makes no such promises or guarantees. All statements of DFA on any such matters are statements of opinion only.

____ CLIENT INITIAL(S)

VI. END OF ENGAGEMENT/REVOCAION

A. CLIENT acknowledges that DFA has made **no representation or guarantees** relative to the outcome of this engagement and fully understands this contract and engagement ends (Revocation) upon the services agreed to being completed. **Client understands all work has stopped.**

____ CLIENT INITIAL(S)

B. Client understands that at the **end of the engagement** (Revocation) a DFA Email and/or letter will indicate an "**End of Engagement - 911 Form Engagement**", etc. **Client understands all work has stopped.**

____ 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 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)



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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)

B. No **waiver of the breach** of any of the provisions of this Agreement shall be a waiver of any preceding or succeeding breach of the Agreement or any other provisions of it.

____ CLIENT INITIAL(S)

C. In the event DFA elects to terminate services (due to CLIENT's nonpayment), CLIENT will not be entitled to any **refund** of fees paid to DFA other than specified in Section V.

____ 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. This contract **replaces** any and all prior 911 Form Engagement contracts with DFA whether oral or written.

____ CLIENT INITIAL(S)

G. This 911 Form 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)

H. The Client clearly understands that Don Fitch Accountancy has provided a copy of the requisite contracts, etc. and will provide additional copies at **\$1 per page**.

____ CLIENT INITIAL(S)

I. 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)



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

_____ 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.

I/We have read and understood the foregoing terms and agree to them, as of the date DFA first provided services. 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:

By: _____

Date: _____

(rev 08272014)

DON FITCH ACCOUNTANCY:

By: _____

Date: _____

