



## UNIVERSAL SMALL BUSINESS ADVISOR & REAL ESTATE LLC

### Professional business & personal services

#### Engagement Agreements – Individuals

We are pleased to be able to serve you in preparing your current/prior years federal and requested state income tax returns. This letter is to specify and confirm the terms of our engagement with you and to clarify the nature and extent of the services we will provide. Ethical guidelines and our professional liability and expenditures require this form to be completed- this is to your advantage.

**USBARE, LLC** will prepare your current/prior years federal and requested state income tax returns from information you will furnish us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of the information provided through our required due diligence. We may furnish you an organizer to guide you in gathering the necessary information. Your use of an organizer will assist in keeping pertinent information from being overlooked. The filing tax deadline is **April 15 annually, unless the fifteen falls on a weekend; or a federal holiday like (Emancipation Day)**. We will need all information at the earliest possible time, but no later than **April 1, of the current tax year** in order to meet the filing deadline. Our fees will be based upon our current rate schedule.

It is your responsibility to provide all the information required for the preparation of complete, comprehensive and accurate tax returns. You should retain all the documents, cancelled checks, and other data that form the basis of income and deductions. These may be necessary to support the accuracy of the tax returns to a taxing authority. Current tax laws state that you have the final responsibility for the income tax returns. You therefore should review them carefully before signing them.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud and defalcations, which might exist. We will perform accounting and bookkeeping assistance only as determined to be necessary for preparation of the income tax returns. In addition, we will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such issues with you and in your favor whenever possible.

If an extension of time to file your tax return(s) is required, any tax that may be due with the tax return(s) must be paid with the extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties. All costs in this regard are your responsibility but we will assist in verifying the accuracy. This includes any additional fees for the extension as well as any penalties and/or interest that may be due because of the late payment.

Tax law provides for various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us.

It is your responsibility to provide sufficient amounts of money to pay your taxes so that we can submit them in a timely manner on your behalf. You understand and acknowledge that you are solely responsible for defending any and all claims and paying any and all damages that may arise out of your failure to sufficiently fund your tax obligations in a timely manner; and/or your request that we



**UNIVERSAL SMALL BUSINESS ADVISOR & REAL ESTATE LLC**  
**Professional business & personal services**

delay submission of your taxes beyond the due date for any reason whatsoever. Moreover, you agree to defend and indemnify USBARE, LLC against any and all claims arising out of or related to any such circumstances.

Your tax returns may be selected for review by the taxing authorities. Any proposed adjustments resulting from that review are subject to certain rights of appeal. In the event of such government review or tax examination, we will be available upon request to review your tax return against such review by the taxing authorities and we might issue additional invoices for the time and expenses incurred due to your negligence.

As additional consideration for us to provide you these services, you agree that the extent of our liability for damages to you for any actions taken will not exceed the total amount actually paid by you for our services. You agree that this will be your only remedy and you hereby waive any other claims you have now or in the future for actual, incidental, and consequential damages, including, but not limited to, lost profits and third party claims.

On occasion there may be an opportunity to refer you to another organization for services or products that we believe could be beneficial to you. We may, or may not, receive some form of compensation for such referral. Your signed consent to this arrangement is appreciated.

Regardless of the location of your residence or business, the Kings County District Court, the State of New York, or the appropriate federal district court having venue, will have jurisdiction over all controversies that might arise regarding this agreement.

It is agreed by us that there are no other agreements or understandings between us relating to the subject matter of this engagement agreement and that it supersedes all prior income tax return engagement agreements and the like, either written or oral, that exist or may have existed for the current/prior tax year return prepared. Neither this engagement agreement nor its execution have been induced by any reliance, representation, stipulation, warranty, agreement, or understanding of any kind other than those expressed in this agreement. No change or modification of this engagement agreement shall be valid unless made in writing and signed by the parties.

Either of you or the USBARE, LLC may cancel this engagement at any time by any form of written or electronic notice. If you cancel and we have performed any work prior to our receiving your cancellation notice, you agree to pay us for such work performed based upon our current rate schedule. We may use any deposits or payments already received and apply them to your account.

**RECORD RETENTION POLICY**

In accordance with the USBARE, LLC's current record retention policy, we will retain our work papers and copies of your financial reports and other records for the engagement for seven years. We will provide you copies of all reports prepared that should be a part of your books and records. If you should need replacements, we will provide additional copies which might incur additional costs to you. All of your original records will be returned to you upon request only. After seven years, our records pertaining to this engagement will no longer be available. Physical deterioration or catastrophic events may shorten the term during which our records will be available. The work papers and files of our office are not a substitute for your original records. It is agreed and understood that in connection



## UNIVERSAL SMALL BUSINESS ADVISOR & REAL ESTATE LLC

### Professional business & personal services

with the performance of our engagement, the work papers prepared by us will remain property of the USBARE, LLC Office.

#### PRIVACY POLICY

This is being furnished to you as required by the Gramm-Leach-Bliley act of 1999, which addresses in part the protection of individuals' privacy. This is the annual notice required by law.

USBARE, LLC treats any information concerning our clients and former clients with strict confidentiality. Consistent with that policy, we restrict access to nonpublic personal information concerning you to staff members who must have it in order to provide you the products and services for which you have retained us. We do not disclose any personal or confidential information to anyone else without your express permission to do so, except as permitted or required by law. In addition, we maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. We may disclose any of your nonpublic personal information that we collect about our customers, former customers to our affiliates or to non-affiliated third parties as permitted by law. This policy will continue.

Thank you for permitting us to be of service. We value our relationship with you and hope you view us as your most trusted advisor. We will work to continue earning that trust.

USBARE, LLC

#### Submission

Please select the tax year that this individual engagement letter is associated with.

Tax Year:  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

The engagement terms described in this agreement are acceptable and hereby are agreed to. I also agree to the record retention and privacy policies set forth in this letter. Accepted by:

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse Name: \_\_\_\_\_ Date: \_\_\_\_\_

Your Email: \_\_\_\_\_