

David Oase CPA, PC
Certified Public Accountants
7802 E. Escalante Rd, Tucson, AZ 85730

Individual Engagement Letter

We will prepare your **2009 Federal 1040 and Arizona Form 140** and related individual income tax return schedules from information you furnish us. We will also prepare other state returns as needed to properly report income from other states (rental properties may not need this). We do not use foreign third parties for preparation of your tax return, but we may use outside processing companies for electronic filing and backup storage purposes. We will not audit or otherwise verify the data you submit although we may ask you to clarify some of the information.

We do NOT file tax **extensions** for clients unless specifically requested to do so. Remember 90% of the tax must be paid when the extension is filed. We are not responsible for late filing penalties or late payment penalties.

It is **your responsibility** to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns. It is also your responsibility to carefully examine and approve your completed tax returns before signing and/or mailing them to the tax authorities. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.

We will use **our judgment** to resolve tax questions where a tax law is unclear. If the IRS should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments.

The IRS requires that we have **written authorization** from you before sending any portion of your tax return to a third party (like a mortgage company).

Our **fee** for these tax services will be based on the Forms filed and any additional work performed. Invoices are due and payable upon presentation. We accept cash, check, credit or debit cards. Our services will conclude upon delivery of the completed tax returns discussed above or upon our resignation from the engagement. Our fee does include responding to IRS Notices and inquires by mail. There is an additional \$35 fee for us to speak on your behalf with the government using a **Power of Attorney**. If your return is selected for **audit** by taxing authorities we may charge an additional fee to assist you. It would be covered under a separate engagement letter.

By signing this engagement letter, you agree to submit any dispute concerning our services to final and binding arbitration conducted under the Rules of the American Arbitration Association which pertain to the resolution of claims against accountants. The arbitrator(s) selected to preside over any arbitration proceeding must be mutually acceptable to all parties. The arbitrator(s) shall have authority to award compensatory damages, but only for such damages as found to have been directly and solely caused by acts, errors, or omission committed in violation of our professional duties, and only to the extent they are less than the amount of fees which you pay for our services. If the amount of compensatory damages is greater than the amount of fees which you pay for our services, then the arbitrators(s)' authority to award compensatory damages shall be limited to the amount of fees paid.

Sincerely,



I have read the above terms of the engagement letter and agree with the terms of this engagement.

Accepted by: _____
Taxpayer

Spouse

Date _____