

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**Cyndie Barone & Associates**  
**1717 E. Vista Chino Suite A-7, #393**  
**Palm Springs, CA 92262**

**PH: 866.431.9580      FX: 866.431.9580**

### **Engagement Letter for Preparation of Tax Returns**

Thank you for selecting Cyndie Barone & Associates to prepare and file your tax returns. This letter contains the terms of this engagement and indicates what to expect from us and what we need from you to do the best job possible.

We strive to make the process straightforward and convenient. Our goal is to deliver your returns expeditiously, while also providing a high level of expertise and personalized service.

Returns are prepared using information you provide. While we may ask to you to verify items, we don't audit your data. Per the IRS, you must retain documents to support items on the return. This includes, but isn't limited to: mileage logs, receipts for self-employment or rental property expenses and charitable donations. All returns are subject to audit by tax authorities. We are not responsible for the disallowance of unsupported deductions discovered during an audit nor any resulting taxes, penalties or interest.

Please review completed returns upon receipt. By signing authorizations, you acknowledge you've examined the returns and deem the information to be accurate. We're available to answer questions about a return we've prepared as part of our preparation fee. E-file authorizations must be signed and returned to us prior to your return being e-filed. We cannot transmit returns until we've received the signed authorizations and payment for service. We ask that you do not mail any balance due checks to us. Information on how to make those payments will be on the cover letter we provide with the returns.

In order to keep information as secure as possible, we can't accept or send confidential documents by email, as they may be intercepted by unintended parties and we're unable to guarantee they'll be read only by the addressee. Hence, we disclaim and waive liability for unintentional disclosure of emails; further, you agree we are not liable for loss or damages resulting from such. We restrict access to your information and maintain multiple safeguards, complying with federal regulations to guard your information.

Although the upload service indicates an extended amount of days documents remain in your folder, they are (in fact) not used for storage. All documents are deleted for additional security. Therefore, please download and save all documents for your records and keep track of documents you send us.

If you pay for our service by credit card, know your information is used for payment processing only. We use a third party processor to transact service fees. We don't retain, or share your information and exercise care to prevent disclosure of your credit card information, other than as permitted by the Credit Card Association Rules. Further, we never disclose your nonpublic information to anyone outside our organization except as requested, in writing by you, or as required by law.

If you mailed documents to us, all documents will be sent back to you along with a copy of your tax return, unless you have indicated otherwise. Should services be terminated by either party, the engagement is deemed complete. Due to liability issues, we cannot provide partially prepared returns.

Fees for preparing returns do not include: responding to tax agency inquiries, additional copies of returns previously provided, consultations outside the scope of a return we have prepared for you, amendments caused by late, omitted or changed information, nor requests by you for third party income verification.

**INFORMATION RECEIVED IN THE SAME MONTH THE RETURN IS DUE MAY BE EXTENDED AND IS SUBJECT TO A SURCHARGE.**

**Client Agrees To:**

1. Certify you have documents supporting the information used to prepare your returns and retain those documents for at least five years.
2. Notify preparer of corrections and/or correspondence received from tax authorities.
3. Advise us of life changing events that may affect your tax situation as they occur, such as: marriage, change in dependents claimed, or sale of a home, etc.
4. Pay additional fees for return modifications due to changed or additional information provided after your return is completed and uploaded or mailed to you.

**Preparer Agrees To:**

1. Prepare the return based on information you provide in a timely fashion and e-file as applicable.
2. Inform you about information discovered affecting other tax years. However, we cannot be held responsible for identifying all items on returns we have not prepared.
3. Provide you with a copy of the return along with your documentation if it was mailed to us.
4. Treat information received as confidential and subject to disclosure only at your written request or as compelled by law.
5. Respond to your communications as quickly as possible and answer questions you may have about a return we have prepared for you.

**Please provide bank information for direct deposit and/or payment of balance due.**

Routing: \_\_\_\_\_ Account: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

Checking Account: \_\_\_\_\_ Savings Account: \_\_\_\_\_

If you have a balance due, check here to have it withdrawn automatically from your bank account.

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Please answer the following:**

Did you sell stocks, bonds, or mutual funds<sup>1</sup>?

Yes

No

Did you have self-employment or consulting activity?

Yes

No

Did you receive unemployment compensation?

Yes

No

Did you make any charitable donations?

Yes

No

Are your dependents the same as last year?

Yes

No

No dependents

Did you have any dependent care expenses?

Yes

No

Do you have an account in a foreign country with more than a \$10,000 balance? <sup>2</sup>

Yes

Yes, more than \$50,000.

No

Do you have household employees (nanny, or in-home health aide)?

Yes

No

Did you receive lottery or gambling wins?

Yes

No

Did you make a 529 Contribution? In MA, only the MA Fidelity/MA MEFA U-Fund is deductible.

Yes

No

Did you sell any virtual currency?

Yes

No

Did you have health insurance the entire year?

Yes

No

Did you have higher education tuition expenses? Don't include loan interest here.

Yes

No

# of yrs attended \_\_\_\_\_

Did you contribute to an IRA outside of your employer sponsored account?

Yes

No

Did you take a retirement distribution, rollover retirement assets or receive social security income?

Yes

No

Identify: \_\_\_\_\_

If you have self employment or consulting income; or have rental property, are you registered as an LLC?

Yes

No

<sup>1</sup> Do not include assets sold inside a retirement plan.

<sup>2</sup> Do not include mutual funds that hold foreign positions or stocks held in a US account.

**ACCEPTANCE OF ENGAGEMENT LETTER**

I have read and hereby accept the forgoing terms and conditions of this agreement.

Client Signature	Date		
Driver's License #	Issue Date	Expire Date	State
Client Signature	Date		
Driver's License #	Issue Date	Expire Date	State

**SKIP THIS CHART IF YOU DO NOT MAKE ESTIMATED PAYMENTS.**

If you make estimated payments, please complete below.

This applies only to estimated payments made for the tax year being prepared.

	Date	Federal	State (     )	State (     )
Previous Year Carryover				
Amount Paid With Extension				
1 <sup>st</sup> Quarter				
2 <sup>nd</sup> Quarter				
3 <sup>rd</sup> Quarter				
4 <sup>th</sup> Quarter				

**Please do not include payments made for balances, penalties or interest due on previous year returns or past due taxes for other years.**

**HOLD HARMLESS & DISCLOSURE**

In signing this form, you certify the information you provided to Cyndie Barone & Associates (herein called Service Company or we) is true and complete. Further, you hold the Service Company harmless from any and all liability pertaining to your withholding, overlooking or providing erroneous information regarding the preparation of your tax return, and/or estimated tax payments (herein as etc) whether intentionally or unintentionally. You state you have in your possession all statements, logs, contemporaneous records, receipts, reports, backup materials, appointment calendars or letters supporting the information as stated on your tax return, etc.

Should your returns, be selected for review by a taxing authority we are available upon your request to assist in such matters; the extent of such services and fees will be determined at that time. However, if you are selected for review or if you receive a notice requesting a response regarding a return, we have prepared and such request is not due to your erroneous, overlooked or withholding of information, whether intentionally or unintentionally, we will respond at your request with no fee if there is an error for which we are responsible. The final outcome in all situations is determined by said taxing authorities. Be aware it is your responsibility to notify us of such contact in a timely fashion, as the taxing authorities do not provide this information to the preparer.

You agree and acknowledge that Cyndie Barone, a registered representative of LPL Financial (aka Broker Dealer) is also providing you with tax preparation services. It is understood and agreed that Cyndie Barone, while providing such tax services is not acting in any way as an investment advisor or registered representative of the Broker Dealer.

Cyndie Barone’s tax services are an “outside business activity” not within the scope of her relationship with the Broker Dealer. You state that you are aware no legal or tax advice is being provided to you by the Broker Dealer or its affiliates. Therefore, it is understood and agreed that you will hold the Broker Dealer (including its successors, affiliates, and their respective officers, agents and directors) harmless from any and all losses, liabilities or other damages which may have occurred or may occur as it relates to Cyndie Barone’s providing you with tax services.

I hereby acknowledge and agree that at all times Cyndie Barone is not acting in a fiduciary capacity while providing me with these services.

Sign Here: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Sign Here: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_