

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

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

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

**Cyndie Barone, CFP® & Associates**

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**Engagement Letter for Preparation of Tax Returns**

Thank you for selecting Cyndie Barone, CFP® & Associates to prepare and file your tax returns. This letter contains the terms of this engagement.

Returns are prepared using information you provide. Although we may ask to verify items, we don't audit submitted data. Per the IRS, you must retain all documents supporting items on the return. This includes, but isn't limited to: mileage logs, receipts for self-employed business expenses and charitable donations. All returns are subject to audit by tax authorities. We aren't responsible for disallowances of unsupported deductions discovered during an audit or for any resulting taxes, penalties or interest. Be aware penalties of \$100,000 can be imposed for supplying false information.

At times we must use our judgment in resolving issues where tax law is unclear. To avoid penalties, there must be legal basis for the position taken. In this case, it will be disclosed on Form 8275 or 8275-R, which is filed with the return.

Please review your completed return. By signing the e-file authorizations, you acknowledge you've examined the returns and deem the information documented to be accurate. E-file authorizations must be signed and returned to us prior to your return being e-filed. We cannot transmit any returns until we have received signed authorizations and payment for services.

Email is not a secure means of transmission; hence, we cannot accept or send confidential documents by email. For this reason, we provide complementary access to the client portal. Whereas emails may be intercepted by unintended parties, we're unable to guarantee emails will be read only by the addressee, therefore, we disclaim and waive liability for unintentional disclosure of emails; further, you agree we have no liability for loss or damages resulting from such.

If you pay for services by credit card, know your information is used for processing purposes only. We use a third party processing company to transact fees for service. We do not retain, share or use your credit card information and exercise reasonable care to prevent disclosure of your credit card information, other than as permitted by the Credit Card Association Rules.

The IRS now asks us to identify clients to help reduce fraud. Therefore, we will be requesting your driver's license or state issued ID information.

If services are terminated by either party, the engagement is deemed complete, even if your return is incomplete. You agree to compensate us for all work performed and reimburse us for out-of-pocket expenses; also, due to liability issues, we cannot supply partially prepared returns.

Fees for preparing returns do not include: responding to tax agency inquiries, additional copies, subsequent consultations, 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 OR 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, et al.
4. Pay additional fees for return changes and out-of-pocket expenses incurred 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 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.

**Please provide bank information for direct deposit 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 receive self-employment or consulting income?

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

If self-employed, do you need to issue anyone a 1099-NEC?

Yes

No

They were issued.

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 MA college 529 Plan Contribution?

Yes

No

Did you buy or sell any virtual currency?

Yes

No

Did you have health insurance the entire year?

Yes

No

Did you or dependents have 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

If you received the 3rd stimulus payment, include amount here: \_\_\_\_\_

If you received advance Child Tax Credits, include amount here: \_\_\_\_\_

<sup>1</sup> Do not include funds, stocks or other assets sold inside a retirement plan.

<sup>2</sup> Do not include mutual funds that hold foreign positions or stocks that you hold 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 as needed.

	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 in current calendar year that were for a different tax year (i.e.) - even if paid in the current calendar year.

## **HOLD HARMLESS & DISCLOSURE**

In signing this form, you certify the information you provided to Cyndie Barone, CFP® & 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 et al) 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, et al.

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 such information to the preparer.

You agree and acknowledge that Cyndie Barone, a registered representative of Lincoln Financial Securities Corporation (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 or any services.

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

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

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

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

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

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