

## 2014 – CORPORATE/PARTNERSHIP/TRUST/ESTATE INCOME TAX RETURN ENGAGEMENT LETTER

(Required by our Insurance Carrier)

Thank you for selecting Hanrahan & Associates, LLC to assist you with the preparation of your original or amended 2014 entity income tax return. This letter confirms the terms of our engagement with you and the nature and extent of services we will provide.

We will prepare your federal and Alaska state (if applicable) income tax returns, and any other returns you specifically request, using information you provide to us. We may ask for clarification of some items, but we will not audit or otherwise verify the data you submit. Our responsibilities do not include the preparation of any returns that may be due to any other taxing authority. If there are other tax returns you expect us to prepare, such as sales tax or business property tax returns, please inform us by noting so at the end of this letter.

This engagement pertains only to the tax year identified above. Our engagement is completed upon the delivery of the completed tax returns to you. We will not file or submit your return to the IRS on your behalf. You are responsible for signing and filing the return with the taxing authority. In the event information is requested by any of the parties on the return (S Corporation shareholders, partners, LLC members, beneficiaries, etc.), that information will be furnished without obtaining the additional consent of the other parties.

In the event you are claiming a deduction for travel and entertainment or expenses, you are confirming that you have adequate documentation to support the time, person, place, and business purpose. Also, if claiming a deduction for mixed use “listed” business and personal property, such as autos, cell phones and computers, you are confirming that you have adequate records to support the business use portion. These and other records may be necessary to prove accuracy and completeness of the returns to a taxing authority.

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having an aggregate value exceeding \$10,000 in a foreign country, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties. Such disclosure includes filing Form 8938 with the Form 1040. If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required Income Tax related forms and penalties may be due, for which we have no responsibility. In the absence of such information being provided, we will presume you do not have any foreign assets or financial interests and will not file any applicable disclosure forms without separate written authorization.

If you and/or your entity have a financial interest in any foreign accounts, you are responsible for filing Form FinCen 114 required by the U.S. Department of the Treasury on or before June 30th of each tax year.

In addition, currently the Internal Revenue Service, under IRC §6038 and §6046, requires information reporting if you are an officer, director or shareholder with respect to certain foreign corporations (Form 5471); foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472); U.S. transferor of property to a foreign corporation (Form 926) ); and, for taxable years beginning after March 18, 2010, if you hold foreign financial assets with an aggregate value exceeding \$50,000 (Form 8938) . These code sections describe the information required to be reported on the respective forms, which are due when your income tax return is due, including extensions. Therefore, if you fall into one of the above categories you may be required to file one of the above listed forms. Failure to timely file may result in substantial monetary penalties. By your signature below, you accept responsibility for informing us if you believe that you fall into one of the above categories and you agree to provide us with the information necessary to prepare the appropriate form(s). We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities’ interpretations of the law and other supportable positions. Unless you instruct us otherwise, we will try to resolve such issues in your favor when possible. Our work will not include any procedures to discover defalcations or other

irregularities. The only accounting or analysis work we will do is that which is necessary for preparation of your income tax returns, which you hereby authorize.

It is management's (your) responsibility to provide all the information required for preparation of complete and accurate returns. You should keep all documents, canceled checks and other data that support your reported income and deductions. Management is responsible for the proper recording of transactions in the accounts, safeguarding of assets, and substantial accuracy of the financial records. Because you have final responsibility for the returns, you should review them carefully before you sign and file them, and send tax reporting information to the shareholders/partners/members. The law imposes penalties when taxpayers understate their tax liability.

Your returns may be selected for audit by a taxing authority. Any proposed adjustments are subject to appeal. In the event of such tax examination, we will be available, upon request, to represent you for an additional fee based upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

In order to complete your tax return in time for you to file it by the due date, we must have your complete information three weeks prior to the tax return deadline. If we have not received your information, we will NOT automatically file tax extensions. You must notify us in writing, email or fax if you wish us to file an extension, and the notification should include your estimate of total taxes, taxes paid in and any balance due. If you have provided your information, you agree that in the event we cannot complete your return by the due date, we may apply to extend the due date. An extension of time may also extend the time available for a taxing authority to audit your return. Failure to file an extension may make you subject to various penalties and interest. Additionally, if your return is extended, it does not relieve you from paying any tax due on the due date, or making quarterly estimated tax payments for the current year. Failure to pay any tax due with the extension or failure to pay quarterly estimated tax payments may make you subject to various penalties and interest.

We generally base our prices on the amount of time required at standard billing rates plus out-of-pocket expenses and software charges. Our total charges may include other appropriate factors, including difficulty of the assignment, time constraints imposed on us by others, and relative experience and professional expertise required. In some cases, we will issue progress billings or request a retainer that will be applied to our final invoice. All invoices are due and payable upon presentation. A late fee of 1% per month is charged on any balances not paid within 15 days. We reserve the right to suspend or terminate our work due to nonpayment, which may cause you to miss due dates and thereby incur additional penalties and interest charges. A rebilling fee of \$40 per month may be charged for all balances owed for 30 days or more. If we have to institute collection actions, you are responsible for our additional time at standard rates, as well as any and all collection costs, including legal fees, we incur.

We will retain electronic copies of records you supplied to us along with our work papers for a period of three years. After three years, our work papers and engagement files may be destroyed. All of your original records will be returned to you at the end of this engagement.

In the course of preparing your tax return, we may incur additional time not directly related to preparing the return (i.e. preparing bookkeeping adjustments, summarizing documents, answering any questions you may ask, conducting tax research, or requesting additional information), which you hereby authorize and will also be billed for. You may also request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. In the absence of any other written communication from us documenting such additional services, our services will be limited to and governed by the terms of this engagement letter.

You agree to provide us, on a timely basis, with any information, documentation, and explanations we request to support the data and positions in your tax return. If you fail to comply with this requirement or any of the terms of this engagement, as outlined herein, we reserve the right to suspend work or withdraw from this engagement without completing any tax returns. In such case, we will not be responsible for any missed filing or other deadlines, or any tax, interest or penalties that may be levied against you resulting from your failure to meet such deadlines, or for any other reason.

You shall have the right to terminate this agreement at any time, but this agreement shall apply to all services performed to the date we receive written notice of termination. We reserve the right to discontinue services at any time by giving written notice to you. Irrespective of whether you agree with the results of our tax analysis or we are able to issue a tax return, we are to be compensated for our time and costs incurred at our standard hourly rates.

In any and all events, our total liability arising from this engagement shall be limited to the lesser of any actual damages which were caused by our act or omission, or the amount of fees paid to us under this agreement. You also agree that our liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under this agreement. You further agree that we will not be liable for any claim or demand against you by any other party. Full payment of all amounts billed under this fee agreement is a mandatory precedent to the right to sue.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

To indicate that this letter correctly summarizes our understanding of the work, please sign this page in the space indicated and return it to us with the completed Organizer. If you do not return this signed page, by giving us your information with which to prepare your tax return, you understand, agree to and accept the terms of this agreement.

I appreciate your continued confidence. Please call me if you have questions.

Sincerely,



Michael R. Hanrahan CPA, CFP, MCBA  
Hanrahan & Associates, LLC.

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

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

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