



2139 N. UNION ST, STE 3  
SPENCERPORT, NY 14559

1 EAST AVE,  
HILTON, NY 14468

T: (585) 454-8780  
F: (585) 625-0024  
INFO@RAC-CO.COM

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## 2021 PERSONAL INCOME TAX ENGAGEMENT LETTER

This letter confirms and specifies our understanding concerning the tax preparation services that Roberts Accounting CPAs, P.C. (the "Company") will perform for you, the taxpayer, (as representative of both you and your spouse, if applicable) for the tax year ending **December 31, 2021**. By signing this engagement letter and/or sending us the information for the preparation of your tax returns, you and all parties referenced in this letter are agreeing to the terms of our engagement.

### **Tax Return Preparation Service**

We will prepare your Federal and State income tax return(s) for all jurisdictions that you are required to file in. We will use our best judgments and abilities when preparing all of your tax returns as well as adhere to the strict guidelines set in place by both the Internal Revenue Code (IRC) and the NYS tax code. If, during the course of preparing your tax return(s), we find that you are eligible for any additional tax credits, exclusions and/or deductions that you were previously unaware of, we will apply such benefits in completing your return(s) or otherwise advise you on its availability so that you may consider if you'd like to take advantage of such opportunities.

Roberts Accounting CPAs, P.C. is not required to audit the information that you provided to us as it relates to your taxes. Therefore, it is your responsibility to make sure that this information is true and accurate to the best of your abilities and that all information provided to us can be supported with the proper receipts (if those receipts were not provided to us). The Company will not be held liable by the IRS for the correctness of such information should you ever be audited by the IRS. The Company will, however, be responsible for errors regarding information input, negligence, wrongful or incorrect treatment of the IRC or NYS tax code, or fraud. The Company will also be responsible for acting with the proper due diligence at all times.

As the preparer of your tax return, Roberts Accounting CPAs, P.C. understands that you have the right and freedom to consider other tax preparation services, should ours not suit your needs. However, if you choose to take your business elsewhere, please be aware that the Company holds the right to bill you for all services that have already been rendered on your behalf.

The Company's fees for tax return preparation are based on the time required for all work performed, the complexity of any technical issues addressed, the need to confirm information or to perform accounting work as a precondition to preparing your tax return(s), and the timely receipt of all essential information 30 days prior to the deadline of your tax return(s). You will also be charged at our normal rates for other expenses (i.e. Paper or E-file charge, postage and shipping, etc.) as they relate to the completion of our agreed-upon services. You agree to pay the invoiced amount upon delivery and prior to our E-Filing your tax return(s).

### **Your Responsibility to Provide Information**

In order to properly and most accurately prepare your federal and state tax returns, it will be necessary for you to provide us with all general, financial and tax information that we request. We will provide you with an organizer, questionnaire, and/or other request forms. These forms will list all pertinent documentation and information needed for the preparation of your return(s). Please respond to these requests completely and in a timely manner. A "timely manner" is defined as being delivered to us within at least 30 days from the due date of the tax return(s). Federal law and professional standards require us to apply certain review procedures during the preparation of tax returns, so we need adequate time in order to perform them efficiently. If for any reason, you are unable to provide us with all pertinent tax information and documentation within this time frame, then it may be necessary to extend your tax return(s). Please note that doing so still requires you to pay any estimated tax liability on or before the original due date of the tax return in order for the extension to be effective.

## **Your Copy of Your Tax Return(s)**

Federal and State law requires that the Company provide you, the taxpayer, with a copy of all paper-filed Federal and State tax return(s) that we are paid to prepare on their behalf. Also, for electronically filed tax returns for which we are paid to prepare, we are required to provide you with the information that is contained on those returns. We will provide you with a copy of your 2021 tax return(s) either electronically or by paper.

## **Electronic Filing of Tax Return(s)**

It is now mandated by Federal and State law that most tax return(s) and extensions be filed electronically. There are some cases, however, when the taxpayer may have to file their tax return by paper copy. If you are required to file your tax return(s) in a paper format, we will make you aware of this prior to filing. If you would like to opt out of this new requirement to e-file your tax return(s), please contact us immediately so that we may be able to determine if your request to paper file is legally permissible at which time we will provide you with the required documentation. Should you be required to file your return in paper format, it is imperative that you sign, date and mail the tax return(s) by the relative due date.

We will use our best efforts to file your tax return(s) electronically. Also, prior to your review, we will provide you with the information to be included on your tax return(s) for your review and approval. Federal and State law mandates that we receive your written authorization prior to filing your tax return(s) electronically. That is why it is absolutely critical that you sign and return these authorization forms (which we will send to you by mail upon completion of your tax return) to the Company by the return's due date.

## **Estimated Taxes**

Federal and State law requires taxpayers to make estimated tax payments as they relate to the taxpayer's tax liability for the current year. Failure to make sufficient estimated tax payments to the IRS or the state(s) to which you reside, may result in assessed tax penalties. When we send you your 2020 tax return(s), we will also provide you with a schedule of estimated tax payments for the following year as well as the related tax vouchers. Such estimated tax payments will be based solely on your 2021 tax liabilities as well as your 2021 withholdings from the Federal and State income tax return(s) that we prepared for you and will only be intended to prevent you from being subject to Federal and State tax underpayment penalties. There is no guarantee that this estimated payment schedule will in fact prevent you from being assessed for underpayment tax penalties, especially when your 2021 income tax liabilities and withholdings could be materially different from the aggregate of these estimated payments. In such an event, you may still owe tax penalties. If you would like us to assess you for estimated tax payments, please contact us at least 30 days prior to the due date of your next estimated tax payment.

## **Foreign Account and Asset Reporting**

Federal law mandates that all U.S. citizens, residents and certain non-residents—who either have (A) a financial interest in or signature or other authority over any financial accounts in foreign territory with a value that exceeded \$10,000 at any time during the year, and/or (B) a financial interest or ownership in assets, accounts or investments in foreign territory whose value exceeds \$50,000—must file an additional tax return. This tax return must be filed by June 30 of the following year. Non-compliance will result in severe civil and criminal penalties and even an unintentional failure to file or complete this additional tax return may result in a \$10,000 civil penalty. We currently offer the preparation of these special returns so please contact us immediately if you feel that this applies to you.

## **2015 Section 263 and Section 162 Tangible Property Regulations**

If your individual return includes business activities or rental property, please note that the IRS and U.S. Treasury have issued final tangible property regulations (TPRs) that govern when taxpayers must capitalize and when they can deduct expenditures for acquiring, producing or improving tangible property. These regulations are fully effective for tax years beginning on or after January 1, 2015. Under certain circumstances, however, these regulations may also be applied retroactively back to the start of 2012 and are required to be applied to items on taxpayer's tax depreciation schedule or should be on the taxpayer's depreciation schedule based upon the improvement criteria in the final TPRs. The final regulations have created new annual elections, and while certain safe harbors and elections are implemented through filing statements or treatment of an item on a timely filed federal tax return, the IRS considers the remaining provisions to be a change in accounting method which may require a taxpayer to file Form 3115, Application for Change in Accounting Method.

In order to make an election on a timely filed federal tax return and/or properly complete IRS Form 3115, additional time may be required by our firm to analyze your current and prior acquisitions and improvements. By your signature below, you agree to accept ultimate responsibility for your capitalization analyses and decisions, and agree to provide us with the information we deem necessary to prepare the appropriate elections and/or IRS method change form(s). If you have

any questions regarding the application of these new regulations to your company, or your company's specific qualifications for one of the safe harbors or new method changes, please ask us for advice in that regard.

**Payment Terms and 3-Day E-file Mandate**

Please note that we require payment in full for all services rendered before we can file your income tax returns. This is especially important for our e-file clients because we only have a three (3) day lead time to electronically file your income tax returns once they have been signed. For this reason, we ask that your payment is made on the same day that you sign the authorization forms. This will prevent the inconvenience of having you re-sign these documents in the event these 3 days lapse.

**Additional Understanding**

If, after completing your tax return(s), we find that you have a tax liability to one or more taxing authorities, we will assist you by timely sending you tax vouchers that list the amount due, the address to send payment to, and the corresponding due date. It will be *your* responsibility however, to make sure that all amounts due are paid to the taxing authority *by the due date* listed on the voucher.

**Confirmation of Your Understanding**

By either signing below, the Personal Tax Client Annual Questionnaire, or submitting the Personal Tax Client Annual Questionnaire on our website I am confirming that I fully understand the terms set in place by this engagement letter and that all questions and/or concerns that I expressed to the Company, as they relate to these terms, were answered in a timely fashion and prior to my signing of this document. I understand that the Company is not responsible for the accuracy or truthfulness of the information that I provide them as it relates to my 2021 tax return(s). I also understand that the Company will however, use a sense of due diligence in acting as the preparer of my 2021 tax return(s).

Agreed and Accepted:

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Taxpayer Signature \_\_\_\_\_ Date \_\_\_\_\_ Spouse Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Privacy Policy**

The nature of our work requires us to collect certain nonpublic personal information about you from various sources. We collect financial and personal information from applications, worksheets, reporting statements, and other forms, as well as interviews and conversations with our clients and affiliates. We may also review banking and credit card information about our clients in the performance of receipt of payment. Under our policy, all information we obtain about you will be provided by you or obtained with your permission.

Our firm has procedures and policies in place to protect your confidential information. We restrict access to your confidential information to those within our firm who need to know in order to provide you with services. We will not disclose your personal information to any third party without your express permission, except where required by law. We maintain physical, electronic, and procedural safeguards in compliance with federal regulations that protect your personal information from unauthorized access. Please contact us with any questions regarding our privacy policy.