



**2023 Estate/Trust Income Tax Return Annual Engagement Letter**

**Trust/Estate Name:** \_\_\_\_\_

We appreciate the opportunity to work with you. To minimize the possibility of a misunderstanding between us, we are setting forth pertinent information about the services we will perform for you. **Please sign and date this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement.**

1. We will prepare the 2023 US and Resident State (if any) income tax returns for your estate or trust, and the related tax return schedules, from information you furnish us. We will not audit or otherwise verify the data you submit although we may ask you to clarify some of the information. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist.
2. We must receive all information to prepare your tax returns by March 16, 2024 to ensure that they will be completed by April 15, 2024. We will make every attempt to prepare returns by the due date, but we anticipate many returns will need to go on extension. If we have received your documents, but are unable to complete your returns by the deadline we will be in touch with you regarding an extension. We may not be able to provide the same level of assistance in determining extension amounts if your return information is received after March 16, 2024. Since extensions do not constitute a complete calculation of your return, payments suggested with those extensions could be inadequate and you may be subject to late filing or late payment penalties if taxes are due when the extended return is filed. **We do not file tax extensions for clients who have not sent us information, unless specifically requested to do so.**
3. It is your responsibility to maintain, in your records, the documentation, e.g., receipts, mileage logs, etc., necessary to support the data used in preparing your tax returns. We routinely scan and keep copies of some supporting documents; however, you should retain all the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. If you have any questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities or authorizing electronic filing. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.
4. We are responsible for preparing only the returns listed above. State returns will be prepared based on your representation to us of the grantor/deceased's residency. If there are non-resident state returns or other additional returns you wish us to prepare, please insert them here: \_\_\_\_\_  
\_\_\_\_\_. Our services are not intended to determine whether you have filing requirements in taxing jurisdictions other than the one(s) you have informed us of. Our fee does not include responding to inquires or examination by taxing authorities. However, we are available to represent you and our fees for such services are at our standard rates.
5. As part of your filing obligations, you may be required to report the maximum value of specified foreign financial assets, which include financial accounts with foreign institutions and certain other foreign non-account investment assets that exceed certain thresholds. You are responsible for informing us of all foreign financial assets, so we may properly advise you regarding your tax filing obligations.
6. In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us, at our standard rates, for the time we expend in connection with such response, and to reimburse us for all of our out of pocket costs incurred in that regard.
7. Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any

(over)



statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.

8. We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. In those instances, we will outline for you each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, we will adopt, on your behalf, the alternative which you select after having considered the information provided by us.
9. The law provides various penalties and interest that may be imposed when taxpayers underestimate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalties, are your responsibility, and that we have no responsibility in that regard. You have final responsibility for the accuracy of your tax returns.
10. Our fee for these tax services will be based on our standard rates. Invoices are due and payable upon presentation. Tax returns may not be electronically filed if payment has not been received. The suspension or termination of our work may cause you to fail to meet deadlines imposed by creditors, governments or other third parties or may result in other adverse consequences and is a proper consequence of nonpayment of our statements. Our services will conclude upon delivery of the completed tax returns discussed above or upon our resignation from the engagement.

It is our policy to initiate services after we receive the executed engagement letter. However, if this firm does not receive from you this letter, in fully executed form, but receives from you items necessary to prepare the tax return, then such receipt by this office shall be deemed to evidence your acceptance of all of the terms set forth above and we will commence with the tax return preparation process.

We appreciate the opportunity to serve you.

Sincerely,

Michael S. Kaplow  
Certified Public Accountant

I have read, understand and accept the terms and conditions of this engagement letter.

\_\_\_\_\_  
Trustee or personal representative signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name, title