

Initial here when ALL information is delivered

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

Full Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_-\_\_\_\_-\_\_\_\_

Spouse/Partner: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_-\_\_\_\_-\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_ @ \_\_\_\_\_

**DEPENDENTS INFORMATION:**

NAME	SOCIAL SECURITY #	DATE OF BIRTH	SEX AT BIRTH
BANK NAME	ROUTING NUMBER	ACCOUNT NUMBER	IS THIS A NEW ACCOUNT?

Do you own any Electronic Currency? Yes No

Foreign Bank Account(s)? Yes No

Yes No **Documentation Required**

Did you marry or divorce?			
Were there any births or deaths?			
Did you start or close a business?			
Did you buy or sell and property?			Provide Settlement Statements for purchase & sale
Did you buy or sell any vehicles/equipment that are used for business?			
Were there any changes in dependent status from previous year?			
Did you receive health insurance premium credit (FORM 1095 A, B or C) for any part of 2023?			If yes, include the forms related to insurance credit- <b><u>1095A or the IRS WILL REJECT YOUR RETURN!!</u></b>
Did you have Qualifying Health Insurance coverage for ALL of 2023 for YOURSELF, SPOUSE AND ANY DENPENDENTS that you <b><u>COULD HAVE</u></b> claimed?			

ESTIMATED TAX PAYMENTS FOR 2023		
DATE PAID:	AMOUNT PAID:	NOTES:

**\*\*\*DO NOT INCLUDE ANY PAYMENTS YOU MADE IN 2023 TOWARDS YOUR 2022 TAX LIABILITY\*\*\***

Please Note: IN the event you elect to file your tax return BEFORE you receive Tax Form 1095A< B or C from your insurance company and receive a Health Insurance Tax Credit, your return may be required to be amended. *This will be at an additional fee!!*

PAYMENT IS DUE UPON SIGNED APPROVAL OF RETURN AND BEFORE RETURN IS TRANSMITTED.. Payment methods 1) Check or Cash 2) Debit/Credit card (Visa & Master card) (3.5% processing fee added) 3) Venmo payment app (Do not check box for "purchases")



*Royce A. Belcher* Certified Public Accountant  
 420 West Main Street • Lebanon, Tennessee 37087 • 615/444-1149 • Fax 615/444-6626

**1099 QUESTIONS ON BUSINESS RETURNS**

Generally, any trade or **business** that makes payments in the course of that trade or business of **interest, rents, compensations, remuneration for services, annuities, etc., aggregating \$600 or more for the year to a single payee is required to report the payments to the IRS and to the recipient of the payments by filing Form 1099.** This reporting requirement *generally does not apply to payments to corporations.* However, the 1099 reporting requirements do apply to payments made to corporations for attorneys’ fees, and to amounts paid to corporations providing medical or health care services. In addition, if a business makes a payment otherwise required to be reported on Form 1099, the payment is generally not required to be reported **if the payment is made using a credit card, a debit card, or a qualified third-party payment network.**

**A Form 1099 is required to be filed with the recipient of the payment and with the IRS by January 31 of the year following the year the payment is made.**

The penalties for failing to file 1099’s, or for filing 1099’s late, are significant. The amount of the penalty is based on when you file. A penalty for failure to file a correct information return is separate from the penalty for failure to furnish the correct recipient statement. For example, if you fail to file a correct Form 1099 with the IRS and don’t provide a correct Form 1099 statement to the recipient, you may be subject to two separate penalties. **Note!** The IRS may waive these penalties if you can show reasonable cause for failing to file the form. **Caution!** *If you intentionally fail to file Form 1099, then the penalties increase considerably per 1099.*

The IRS now includes two questions concerning Form 1099 on all business returns, including Form 1040, Schedule C, Schedule F, and Schedule E as well as Forms 1065, 1120, and 1120-S. The questions are **1)“Did you make any payments in the filing year that would require you to file Form(s) 1099?”**, and **2)“If ‘Yes’, did you or will you file all required Form(s) 1099?”** We must answer these two questions when we prepare you Form 1040 if the 1040 includes a Schedule C, Schedule F, or Schedule E. In addition, we must answer these questions when preparing a Form 1065, 1120, or 1120-S. Therefore, if you have a trade or business, please review the above requirements for filing Forms 1099 and provide us with the answers to the following questions:

- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | <b><u>Yes</u></b>        | <b><u>No</u></b>         |
| 1. Did you make any payments in the last year that would require you to file Form(s) 1099? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If “Yes”, did you or will you file all required Forms 1099?                             | <input type="checkbox"/> | <input type="checkbox"/> |

**Please call us if you have any questions concerning the Form 1099 filing requirements. In addition, if you have not filed all required 1099s, we will help you meet your filing responsibilities.** However, unless you engage us to do so, we do not routinely file Forms 1099 as part of preparing your income tax returns.



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## DOCUMENTING CHARITABLE CONTRIBUTIONS and MISC.

Charitable contributions of any amount are no longer deductible unless you have a proper receipt. There have been recent court cases where the courts have disallowed significant deductions for charitable contributions where the taxpayers did not have a proper receipt. Since a receipt is required before we are allowed to take a deduction for the contribution, please review the following documentation requirements and indicate whether or not you have the required documentation. **If an item is not applicable, please just indicate N/A in either the “yes” or “no” column.**

1. **Contributions Made in Cash.** The law requires that you have a receipt, letter, or other written communication from the charity (showing the name of the charity, the date, and the amount of the **contribution**) documenting all charitable contributions made in cash. *Please see additional requirements below if the contribution is \$250 or more.*

Do you have the above required documentation for charitable cash contributions?  Yes  No

2. **Contributions Made by Check, Debit Card, or Charge Card.** For charitable contributions made by check, the law requires that you either have a receipt as outlined above for “contributions made in cash,” a copy of the cancelled check, or some other bank record (e.g., a bank statement). For contributions made by debit card or by charge card, you are required to either have a receipt as outlined above for “contributions made in cash,” or a bank record (e.g., a bank statement, credit card statement, etc.). *Please see additional requirements below if the contribution is \$250 or more.*

Do you have the above required documentation for charitable contributions made by check, debit card, or charge card?  
Yes  No

3. **Contributions of \$250 Or More.** For all charitable contributions by individuals of \$250 or more (contributions of cash, by check, by debit or credit card, or of property), the law requires a receipt (written acknowledgment) from the charity to which you made the donations stating the date and amount of the contribution as well as a statement as to whether you received anything in return for your contribution. If you received goods or services in return for the contribution, the receipt must include a description and an estimate of the value of the goods or services received in return for the contribution. If the goods or services received consist solely of intangible religious benefits, the receipt must include a statement to that effect.

For all charitable contributions of **\$250 or more**, do you have the above required documentation?  Yes  No

4. **Contributions of Vehicles, Boats, Or Airplanes Of More Than \$500.** If you are claiming a deduction of more than \$500 for a vehicle, a boat, or an airplane you contributed to charity, the law requires that you obtain a **Form 1098-C** or other written acknowledgment containing the same information shown on Form 1098-C from the charity in order to deduct your contribution.

Do you have a Form 1098-C documenting your charitable contribution of a vehicle, boat, or airplane?  Yes  No

5. **Contributions of Clothing or Household Items.** Generally, a deduction is not allowed for a charitable contribution of clothing or household items unless the items are in **good used condition or better**. Household items generally include furniture, furnishings, electronics, appliances, linens, and other similar items.

Were your charitable contributions of clothing or household items in good used condition or better?  Yes  No

**DOCUMENTING BUSINESS TRAVEL, ENTERTAINMENT, GIFT AND LISTED PROPERTY EXPENSES**

The law disallows an otherwise allowable deduction for any expense for traveling (including meals and lodging), entertainment, gifts, or “listed property” (e.g., passenger vehicles and computers (unless used exclusively at your place of business)), unless the expense is substantiated by adequate records or by sufficient evidence corroborating your own statements.

In addition, the regulations generally require you to maintain documentary evidence (such as receipts or paid bills or **1**) any lodging expenditure, and **2**) any other expenditure of \$75 or more. **For business travel**, the documentation should include the **amount, date, place, and business purposes** of the travel. **For business entertainment expenses**, the documentation should include the **amount, date, place, and business purpose** of the entertainment as well as the **business relationship** of the person or persons entertained. **For business gifts**, the documentation should include the **amount, date, description of gift, business purpose of gift and business relationship of recipient of the gift**. **For listed property**, the documentation should include the **amount** (e.g., cost), **business or investment use based on mileage**, etc., **date of the expenditure, and business or investment purpose of the property**.

Do you have the required documentation for any deductions claimed for business travel, entertainment, gift or listed property expenses?  Yes  No

**ADDITIONAL INCOME and ADJUSTMENTS**

*At any time during 2023, did you receive, sell, send, exchange, or otherwise acquire any financial interest in any virtual currency (Cryptocurrency-Virtual)?*  Yes  No

**TAX PREPARATION FOR DEPENDENT CHILDREN:**

If you are engaging me to prepare separate tax returns for your dependent child(ren), please include the names of ONLY those child(ren) below.

**\*\*Otherwise, please circle NONE if you are not engaging me to prepare any tax returns for your dependent child(ren).**

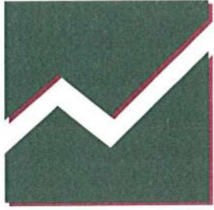
**NONE-** I do not need any additional tax returns prepared for my child(ren).

**YES-** please prepare tax returns for the following child(ren):

Child 1: \_\_\_\_\_

Child 2: \_\_\_\_\_

Child 3: \_\_\_\_\_



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January 15, 2024

Dear Client:

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.

We will prepare your 2023 federal and state individual income tax returns from information you furnish us, and we may process them with an outside computer service. We will not audit or otherwise verify the data you submit, although we may ask you to clarify some of the information. We will furnish you with a tax organizer that should help you to gather and organize the necessary information required for the preparation of your individual tax returns. Providing us with the completed tax organizer will help to ensure that you are not overlooking important information that may be necessary for complete and accurate returns, as well as may help to minimize our fees.

We must receive all information to prepare your returns by **March 25, 2024**, to ensure that your returns will be completed by **April 15, 2024**. If we have not received all your information by **March 25, 2024**, we cannot guarantee that your returns will be completed before the deadline. If we are unable to complete the returns, we will assume that you want us to prepare an extension of time to file your returns; however, you will need to provide us with an authorization before we can file the extension on your behalf. You should keep in mind that this would be an extension of time to file the returns; however, any tax estimated to be due would need to be paid with the extension request. We assume no liability for late filing or late payment penalties.

**It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns, including but not limited to the auto, travel, entertainment, and related expenses and the required documents to support charitable contributions. 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. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.**

Professional standards now require us to electronically file all federal and state individual income tax returns ("e-filing"). However, you do have the right to "opt out" of the e-filing program. Please notify our firm immediately should you desire not to have your return e-filed so that we may provide you with the form(s) necessary for opting out of the e-file program. Please note that unless you notify us of your desire to not e-file your return, we will prepare your return to be e-filed. Although e-filing requires both you and our firm to complete additional steps, the same filing deadlines will apply. You must therefore ensure that you complete the additional requirements well before the due dates for our firm to be able to timely transmit your return.

**We will provide you with a paper copy or electronic version of the income tax returns for your review prior to electronic transmission. After you have reviewed the returns, you must provide us with a signed authorization indicating that you have reviewed the return and that, to the best of your knowledge, you feel it is correct. We cannot transmit the returns to the taxing authorities until we have the signed authorization. Therefore, if you have not provided our firm with your signed authorization by April 13, 2024, we will place your return on extension, even though it might already have been completed. In that event, you will be responsible for ensuring that any payment due with the extension is timely sent to the appropriate taxing authorities. You will also be responsible for any additional costs our firm incurs arising from the extension preparation.**

Finally, please note that although our firm will use our best efforts to ensure that your returns are successfully transmitted to the appropriate taxing authorities, we will not be financially responsible for electronic transmission or other errors arising after your return has been successfully submitted from our office. We are responsible for preparing only the returns listed above. Our fee does not include responding to inquiries or examination by taxing authorities. However, we are available to represent you. Our fees for such services are at our standard rates and would be covered under a separate engagement letter.

We will use our professional judgment to resolve questions in your favour where a tax law is unclear if there is a reasonable justification for doing so. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If a taxing authority should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. Currently, the Internal Revenue Service (IRS) and state taxing agencies are aggressive in assessing penalties. **We assume no liability for any such additional penalties or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable for any damages that occur because of ceasing to render services.**

The law provides for a penalty to be imposed where a taxpayer makes a substantial understatement of their tax liability. For individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10% of the tax required to be shown on the return or \$5,000. The penalty is 20% of the tax underpayment. Taxpayers may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement based on substantial authority or (2) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issue in your returns.

**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 at any time during the calendar year 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. If you and/or your entity have a financial interest in, or signature authority over, any foreign accounts, you are responsible for providing our firm with all the information necessary to prepare the Report of Foreign Bank and Financial Accounts (FBAR) required by the U.S. Department of the Treasury in order for**

the FBAR to be received by the Department on or before June 30th of each tax year. Effective July 1, 2013, electronic filing of FBAR reports is mandatory using the Bank Secrecy Act (BSA) e-filing system for the Financial Crimes Enforcement Network (FinCEN). If you would like our firm to submit your electronic FBAR report (FinCEN Form 114) on your behalf, we must receive a signed consent form (FinCEN Form 114a) from you prior to submitting the foreign reporting form. If you do not provide our firm with information regarding any interest you may have in a foreign account, or if we do not receive your signed authorization to file your foreign reporting form, we will not be able to prepare and file any of the required disclosure statements.

Electronic filing of the FBAR is mandatory using the Bank Secrecy Act (BSA) e-filing system located on the Financial Crimes Enforcement Network (FinCEN). If you would like our firm to submit your electronic FBAR (FinCEN Form 114) on your behalf, we must receive a signed consent form (FinCEN Form 114a) from you prior to submitting the foreign reporting form. If you do not provide our firm with information regarding all interests you have in a foreign account, or if we do not timely receive your signed authorization to file your foreign reporting form, we will not be able to prepare and file the required disclosure statements. Additionally, the IRS also requires information reporting on foreign interests or activities under applicable Internal Revenue Code (IRC) sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you have any direct or indirect foreign interests that require disclosures to the IRS, you must provide us with the information necessary to prepare the applicable IRS forms. This is a separate filing and engagement.

Failure to timely file the appropriate forms with the U.S. Department of the Treasury and the Internal Revenue Service may result in substantial monetary penalties. By your signature below, you accept responsibility for informing us if you believe that you may have foreign reporting requirements with the U.S. Department of the Treasury and/or Internal Revenue Service and you agree to timely 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.

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. Government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged. In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.

Our services in connection with this engagement are not designed to address the legal or regulatory aspects of your compliance with the Affordable Care Act. In preparing your individual tax returns, we will rely solely on the information you provide us regarding the ACA mandates, and you agree to accept full responsibility for the accuracy and completeness of this information, as well as your compliance with the ACA. As such, we will not be responsible for any taxes, penalties, or interest that may be assessed. Fees for our services will be at our standard rates plus computer charges and out-of-pocket expenses. Payment for service is due when rendered and interim billings may be submitted as work progresses and expenses are incurred. We reserve the right to stop work on any account that is ten days past due, in accordance with our firm's stated collection policy. Past due accounts will be assessed at 24% per annum.

It is our policy to keep records related to this engagement for three years. However, Royce A. Belcher, CPA does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Royce A. Belcher, CPA shall be free to destroy our records related to this engagement.

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. *By your signature below, you agree to pay any and all unpaid balances, including but not limited to the principal balance of your bill, and if this is turned over to a collection agency or attorney for collections, you agree to pay those collection agency fees, attorney fees, and court costs.*

If the above fairly sets forth your understanding, please sign the enclosed copy of this letter and return it to us. Please note that you are affirming to Royce A. Belcher, CPA your understanding of, and agreement to, the terms and conditions of this engagement letter by any one of the following actions: returning your signed engagement letter to our firm; returning your income tax information to us for use in the preparation of your returns; the submission of the tax returns we have prepared for you to the taxing authorities; or the payment of our return preparation fees.

We are pleased to have you as a client and look forward to a long and mutually satisfying relationship.

Sincerely,  
Royce A. Belcher, CPA

**Please sign & Date:**

Accepted: \_\_\_\_\_

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

**PLEASE NOTE:** In the event the amount that Estimated Tax Payments do not match the IRS information, the amount of your refund will be affected, and your return **WILL BE DELAYED!** Likewise, any difference could also impact the amount you owe to the Internal Revenue Service. In the event you owe additional taxes, penalty, and interest as a result of incorrect information provided, these amounts are **your responsibility** as we do not have the ability to determine the amount you actually paid and are required to rely on the information you have provided related to Estimated Payments.