

Meredith, Elkins & Feldman, PLLC  
P O Box 1898  
Morristown, TN 37816  
423-586-2171

**OUR WORK AGREEMENT**

Thank you for engaging us to assist you. We will provide you with these services (as checked/circled):

(X) Individual Tax Prep: [X] 2013 [ ] \_\_\_\_\_ ( ) Business License Tax prep: \_\_\_\_\_  
( ) Tax planning ( ) QuickBooks help ( ) Compiling tax data ( ) Payroll tax compliance  
( ) Compiled financial statements ( ) Financial planning ( ) Consulting services  
( ) 1120 or 1120(s) \_\_\_\_\_ ( ) 1065 \_\_\_\_\_ ( ) 990 ( ) 1099 Preparation  
( ) Other \_\_\_\_\_ ( ) \_\_\_\_\_

Here are the terms of our professional relationship:

A. We will prepare our work product based only on information which you give us. In some cases we will document things that you tell us and you agree that this process is the same as if you had handwritten it yourself. You represent that you will provide us information which is complete, true and correct, disclosing all relevant facts. Further you represent that you have sufficient written records to support any written or oral representations you make to us. We will restrict our services to those which are shown above with no continuing obligation to update or provide other services. We don't file extensions unless asked to do so. The IRS says it is your responsibility that all items of income and expense are properly included and presented on your tax return. You promise to review the returns carefully before signing and submitting Form 8879 or signing and mailing your return. We will, in some cases at our discretion, e-file your returns upon receipt of a signed form 8879. It is possible your e-filing may be rejected, in which case we will prepare returns for paper filing.

B. You will be required to have any necessary information submitted to us no later than 2 weeks prior to the filing deadline. Any information we request within 2 weeks of the deadline will need to be submitted to us within 24 hours of the request. Failure to provide the needed information timely may result in the filing of an extension or late filing of your return. We are not responsible for penalties or interest incurred on late filed returns or late payments due to your failure to provide timely information or documentation.

C. You're aware of IRS record keeping and documentation requirements and you represent that you have the necessary documentation. You understand we won't audit or verify your information.

D. It is possible you may receive a notice for additional tax, or for clarification of items. You promise you will contact us before responding if you receive any communication from any taxing authority. Additional work required including responding to any inquiries from tax authorities, tax planning, amended returns or audit work will be billed at our regular rates.

E. There may be elections and decisions in your return which could be challenged by tax authorities. If we believe we see a gray area, we will discuss it with you. We are required by law to disclose any position on a return for which there is a reasonable probability of challenge. Tax law is ever-changing. It is possible that you may be assessed additional tax, interest, or penalties. There will be circumstances where we can not predict how a specific course of action will turn out, in these circumstances, the final decision rests with you. Our job is to advise you about the various options, their legality in our opinion, our mutual responsibilities and foreseeable outcomes.

F. Penalties on underpayment, late filing or failure to file on time and interest on unpaid tax are your responsibility. If you receive a penalty imposed as the result of our error, we will reimburse you for the penalty or credit your account at our option.

G. You understand what was involved in the preparation of your return and acknowledge that the return was prepared with your informed consent. Our billing rates are hourly in most cases and for individual tax returns we bill by the form adjusted for time, a schedule of rates is available upon request, and you agree to pay our bill upon presentation. If it is necessary to compile information before completing your return, we will bill for that additional work. Also, if our time spent meeting with you, either by phone or in person, exceeds the normal time allotted for an appointment, we reserve the right to bill for that additional time.

H. We are assuming that you do not need to file any 1099's. If this is an incorrect assumption, it is your responsibility to inform us of such. However, if it comes to our attention based on other information you provide us that 1099s may need to be filed, we will contact you to determine if these truly needed to be filed, and if they were or will be filed. You are also responsible for acquiring W-9's and acquiring and maintaining all documentation relating to 1099s.

I. We will return all the original source documents provided to us. We routinely scan and keep copies of some supporting documents, but we are not the custodian of your records, and you cannot rely upon us to maintain support for your tax return. That is your responsibility. By accepting the return copy, you acknowledge the return of all original source documents.

J. Should there be any disagreement of any sort between us, you agree to mediation. If mediation is unsuccessful, you agree to binding arbitration under the rules of the American Arbitration Association. The limit of time for making a claim arising from our services is one year after the services are rendered.

K. In the case of work product covering more than one party, the undersigned enters into this agreement on behalf of all affected parties (i.e., husband signing for both spouses).

L. If any provision herein is inoperative, the remainder of this agreement shall remain in full force and effect. This agreement is intended as the complete agreement and can only be modified in writing signed by both of us.

\_\_\_\_\_  
Taxpayer

\_\_\_\_\_  
Spouse

Read, understood and agreed to on \_\_\_\_/\_\_\_\_/\_\_\_\_

Please answer all that apply to the current tax year.

TAX YEAR 2013

TAXPAYER & SPOUSE NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ CELL NUMBER \_\_\_\_\_

EMAIL (for our information only) \_\_\_\_\_

1. HAVE YOU MARRIED, DIVORCED OR SEPARATED IN 2013? \_\_\_\_ (Mark the correct box below)  
MARRIED ☐ DIVORCED ☐ SEPARATED ☐ DATE \_\_\_\_\_
2. NEW DEPENDANT NAME \_\_\_\_\_ BIRTH DATE \_\_\_\_\_  
NEW DEPENDANT SOCIAL SECURITY NUMBER \_\_\_\_\_
3. REMOVE A DEPENDANT \_\_\_\_\_ NAME \_\_\_\_\_
4. DID YOU PAY FOR CHILDCARE? \_\_\_\_\_
5. DO YOU OR YOUR SPOUSE, IF APPLIES, HAVE SIGNING AUTHORITY ON A FOREIGN BANK ACCOUNT, OR DID YOU RECEIVE A DISTRIBUTION FROM, OR WERE THE GRANTOR OF, OR TRANSFEROR TO, A FOREIGN TRUST? \_\_\_\_\_ TAXPAYER YES \_\_\_\_\_ SPOUSE YES
6. IF YOU ARE DUE AN INCOME TAX REFUND AND WOULD LIKE THE AMOUNT DIRECT DEPOSITED TO YOUR BANK ACCOUNT, PLEASE ENTER THE ROUTING AND ACCOUNT NUMBER:

ROUTING NUMBER \_\_\_\_\_ BANK NAME \_\_\_\_\_  
ACCOUNT NUMBER \_\_\_\_\_ SAVINGS ☐ CHECKING ☐

7. \*IF YOU CLAIM MILEAGE FOR A JOB, BUSINESS, RENTAL, OR FARM, PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. 2013 Business Miles (first business stop to last business stop) \_\_\_\_\_
2. 2013 Commuting Miles (from home to first business stop and last business stop to home) \_\_\_\_\_
3. 2013 Other Miles (personal miles) \_\_\_\_\_
4. 2013 Total Miles Driven (1+2+3 = 4) \_\_\_\_\_

Was your vehicle available for use during off-duty hours? Y N  
Is another vehicle available for personal use? Y N  
Do you have evidence to support your deduction? Y N  
If yes, is evidence written? Y N

**NOTE:** IRS regulations require that you maintain documentation of your business mileage. You should maintain a mileage log as documentation. This form does not qualify as written documentation of mileage.

8. \*\*ANSWER THE FOLLOWING IF YOU HAD A BUSINESS, RENTAL PROPERTY, OR FARM:

Did you make any payments in 2013 that would require you to file Form(s) 1099? Y N  
If "Yes," did you or will you file required Forms 1099? Y N

9. OTHER ITEMS TO DISCUSS \_\_\_\_\_  
\_\_\_\_\_

TAXPAYER

DATE

SPOUSE

DATE

\*If you have more than one vehicle, please use our business worksheet. If you are unsure of the IRS definitions of commuting miles or business miles, see our website, [meredithandelkinspllc.com](http://meredithandelkinspllc.com).

\*\*If you are unsure about 1099's, obtain our 1099 letter or see our website, [meredithandelkinspllc.com](http://meredithandelkinspllc.com).