



Specializing in Individual, Small Business, Non-profits, Estate & Trusts

## **EXEMPT ORGANIZATION**

### **Tax Return Engagement Letter & Privacy Notification**

Exempt Organization's Name: \_\_\_\_\_, the "Organization",  
"You", and/or "Your"

Metzger Tax Service LLC (We and/or "Us") is pleased to confirm our understanding of the arrangements regarding the above named Exempt Organization tax return(s). This letter confirms the services You have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both You and Metzger Tax Service LLC that You understand what You can and cannot expect from our services. If You are confused in any way with this letter or believe we have misunderstood what You need, please discuss this letter with us before You sign it.

The Internal Revenue Service imposes penalties on taxpayers (including You as a Representative/Officer) and licensed preparers, for failure to observe due care in reporting tax returns. To ensure an understanding of our mutual responsibilities, we ask all clients for whom we prepare returns to confirm the following arrangements.

We will prepare the Organization's fiscal year ended \_\_\_\_\_ tax return(s).  
Month Day Year

We will depend on the Representative/Officer and all parties to the Organization (collectively "You") to provide the information we need to prepare complete and accurate return(s). Metzger Tax Service LLC ("We") may ask You to clarify some items but will not verify the data submitted.

We will perform accounting services only as needed to prepare the tax return(s). We will **not** audit, review, or compile the financial results (statements, reports, etc.) and, accordingly, will **not** express an opinion or any other form of assurance on them. Our work will **not** include procedures to find defalcations or other irregularities. Accordingly, our engagement should not be relied upon to disclose errors, fraud, or other illegal acts, though it may be necessary for You to clarify some of the information submitted. We will, of course, inform You of any material errors, fraud, or other illegal acts We may discover.

We will use our professional judgment in preparing the Organization's returns. Whenever We are aware that a possible 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 the returns. We will adopt whatever position You request on the returns so long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service or other tax agency should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments.

It is Your responsibility to maintain, in the Organization's records, the documentation necessary to support the data used in preparing the tax returns. 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 the Organizations completed tax returns before signing and mailing or instructing us to electronically file the returns with the tax authorities. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties, and interest.**

Special privacy laws were established by the IRS **prohibiting us from providing confidential information or copies to anyone other than You without Your specific, written authorization. Please expect to provide that written authorization before we can release any of the Organizations confidential information.**

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It is our policy to keep records related to this Engagement for three years after which they may be destroyed. However, we do 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. We recommend that You keep these records for at least **seven** years.

In the interest of facilitating our services to You, We may communicate by facsimile transmission, email, or a secure web portal. This portal will be password protected. While We will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, You recognize and accept that We have no control over the unauthorized interception of these communications once they have been sent, including consent to our use of these devices during this engagement. Please provide us with a secure email address.

From time to time during our relationship, You may seek our advice regarding potential investments. We are not investment advisors. Accordingly, we suggest that You seek the advice of qualified investment advisors appropriate to each investment being considered.

You have not asked, and We will not prepare any Charitable Gaming License Applications or reports for the Organization under the Engagement letter. If you need assistance with this sort of reporting, please ask us and we can assist You with these services Our fees for such services are at our standard rates and would be covered under a separate Engagement Letter.

We **CANNOT** file tax extensions for You unless You sign this engagement agreement. **An extension is an extension of time to file, NOT AN EXTENSION OF TIME TO PAY.** You should include an estimate of any balance due with the extension or penalties and interest will be charged until Your payments are received by the IRS and State(s).

## PLEASE COMPLETE

**Best phone number:** \_\_\_\_\_  
This phone number will be called when Your returns are completed, and if necessary, to contact You during the preparation process. If we do not get an answer, we will leave a message for You.

**Best email:** \_\_\_\_\_

**Address to use on tax returns:** \_\_\_\_\_

**Website Address:** \_\_\_\_\_

**YES NO**

- ☐ ☐ At any time during the tax year, did the Organization have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country?
- ☐ ☐ Was the Organization notified or audited by either the IRS or a State or Local taxing agency?
- ☐ ☐ May the IRS, State, and Local tax agencies discuss Your tax return with Metzger Tax Service LLC?
- \_\_\_\_\_ How many Volunteers do you have (estimate if necessary)?

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**YES** **NO**

- ☐ ☐ Have You provided Us a list with information of your Board member's email address, mailing address, and phone number?
- ☐ ☐ Are any Board members considered NOT independent? If so, who was not independent and why?  
To be independent, a board member -- 1) Cannot be compensated as an officer or other employee of the Organization or of a related organization, or 2) Cannot receive compensation exceeding \$10,000 during the organization's tax year from the organization and related organizations as an independent contractor, or 3) The member, or any family member of the member, cannot be involved in a transaction with the Organization or a related taxable or tax-exempt organization (whether directly or indirectly through affiliation with another organization).
- ☐ ☐ Did the Organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  
If so, please explain \_\_\_\_\_
- ☐ ☐ Did the Organization cease conducting, or make significant changes in how it conducts, any program services during the year?  
If so, please explain \_\_\_\_\_
- ☐ ☐ Did the Organization receive contributions exceeding \$5,000 of any individual or entity?  
If so, please provide a list showing the name, address, and total amount given during the year.
- ☐ ☐ Did the Organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office?
- ☐ ☐ If the Organization is a 501(c)(3) organization, did the organization engage in lobbying activities?
- ☐ ☐ Did the Organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures?
- ☐ ☐ Did the Organization maintain collections of art, historical treasures, or other similar assets?
- ☐ ☐ Did the Organization maintain an office, employees, or agents outside of the United States?
- ☐ ☐ Did the Organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more?
- ☐ ☐ Did any Officer, Director, Trustee, or Key Employee of the Organization receive or accrue compensation from any unrelated organization or individual for services rendered to the Organization?
- ☐ ☐ Did the Organization engage in an excess benefit transaction with a disqualified person during the year?
- ☐ ☐ Did the Organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons?

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**YES   NO**

- ☐ ☐ Was the Organization a party to a business transaction with one of the following parties: current or former officer, director, trustee, key employee, creator or founder, or substantial contributor. In addition, was the Organization a party to a business transaction with a family member or a 35% controlled entity of one or more individuals and/or organizations of the above listed parties?
- ☐ ☐ Did the Organization receive more than \$25,000 in noncash contributions? If so, please explain
- 
- ☐ ☐ Did the Organization have unrelated business gross income (not related to an approved IRS exempt activity) of \$1,000 or more during the year?
- ☐ ☐ Did the Organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?
- ☐ ☐ If so, did the Organization notify the donor of the value of the goods or services provided?
- ☐ ☐ Will the Organization provide a complete copy of Form 990 (the tax return) to all members of its governing body before instructing Us to Electronically file or before You mail the returns?
- ☐ ☐ Does the Organization have a written conflict of interest policy?
- ☐ ☐ If so, are officers, directors, trustees, and key employees required to disclose annually interests that could give rise to conflicts?
- ☐ ☐ Does the Organization regularly and consistently monitor and enforce compliance of the policy?
- ☐ ☐ Does the Organization have a written whistleblower policy?
- ☐ ☐ Does the Organization have a written document retention and destruction policy?
- ☐ ☐ Did the Organization pay any independent contractor more than \$100,000 during the tax year? If so, please provide the name and address, description of services, and total compensation paid.
- ☐ ☐ Did the Organization pay payroll during the year? If so, provide copies of these forms.
- ☐ ☐ Did the Organization pay independent contractors, interest and rent to non-corporations, or other transactions that require form 1099 filings during the year? If so, provide copies of these forms.
- ☐ ☐ Was the Organization required, and did it issue form W-2G during the year? IF so, provide copies of these forms.
- ☐ ☐ Did the Organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?

**Whenever possible, your returns will be electronically filed after we receive your signed authorization and payment for our services. Some returns cannot be electronically filed.**

- ☐ ☐ Do you want to DocuSign **INSTEAD OF RECEIVING A PAPER COPY**? An electronic copy of your tax returns will be in our secure web portal.

**If YES, you will be responsible for printing and mailing non-electronic filed tax forms.**

- Or  
☐ ☐ Would you like a paper copy of the return? Not available if you choose to DocuSign.

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**FEES ARE DUE AT THE TIME YOU PICK UP THE ORGANIZATIONS RETURNS OR WITHIN 30 DAYS OF COMPLETION. Tax returns will not be electronically filed or released until payment in full has been made.** The individual signing this agreement will be liable for our fee. Should an account not be paid in full at the time of pick up, to the extent permitted by state law, interest and/or a service charge may be added to all accounts not paid within thirty (30) days. If Our fees is delinquent, The Organization's account may be subjected to collection actions and You will become additionally responsible for collection, legal, administrative, court and any other fees incurred by us in collecting your delinquent account.

**Our fee for the tax preparation agreed to under this letter DOES NOT include responding to inquiries or examination by taxing authorities or third parties, for which You will be separately billed for time and expenses involved.** However, We are available to represent the Organization and our fees for such services are at our standard rates and would be covered under a separate engagement letter. The Organization agrees to immediately notify us upon receipt of any correspondence for any agency covered by this letter.

In recognition of the relative risks and benefits of this agreement, The Organization and Metzger Tax Service LLC (the Tax Firm) have discussed and have agreed on the fair allocation of risk between us. As such, the Organization, and You, agree to the fullest extent permitted by law, to limit the liability of the Tax Firm to the Organization and You for any and all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of the Tax Firm to the Organization and You shall not exceed the Tax Firm's total fee for services rendered under this letter. You and the Tax Firm intend and agree that this limitation applies to any and all liability or cause of action against the Tax Firm, however alleged or arising, unless otherwise prohibited by law. All parties agree that there is a one-year limitation period to bring a claim against us for errors and omissions. The one-year period will begin upon the date of the tax professional's signature on the tax returns covered by this Engagement Letter.

This Engagement Letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations, or agreements, written or oral, regarding these services. It shall be binding on the heirs, successors, and assigns of You and the Tax Firm.

We appreciate the opportunity to serve the Organization and You. Please date and sign the enclosed copy of this letter to acknowledge Your agreement with and acceptance of the Organization's and Your responsibilities and the terms of this engagement. It is our policy to initiate services after we receive the executed Engagement Letter. If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected, and all other provisions remain in full force and effect.

Sincerely,

***Metzger Tax Service LLC***

**I have read the above terms of the Engagement Letter and agree with the terms of this engagement. I acknowledge that I have authority to agree and sign this engagement letter on behalf of the Organization.**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Name of Organization Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date