



PREPAID AUDIT AGREEMENT TERMS

The signing of the Prepaid Audit Agreement by the taxpayer(s) means that you are agreeing to the terms contained below for the sole purpose of representation, assistance and/or professional services in the event of a taxing agency audit for the tax year specified in the agreement for your individual tax return. The terms of the agreement are set forth for the following audit services up to and including all exemptions of what this service entails or covers.

The only forms and states covered in this agreement are listed on the invoice for the tax year. If a form/document, state return or other was not included in the preparation it is not covered under this agreement. Agency refers to any federal, state or city tax return prepared by AccuTaxes, Inc. under the engagement for tax preparation.

As used in this agreement the term "Representation" is defined with the meaning that we will represent the taxpayer in all communications, meetings, and negotiations with the agency up to, but **not** including, the appellate level. We will appear on the taxpayer's behalf at the agency "office" audits. If deemed necessary and in the best interest of the case, the taxpayer shall cooperate with the request of a personal appearance. We will not enter into any agreement or settlement with the agency regarding the audit without the taxpayer's written agreement.

Under this agreement AccuTaxes, Inc agrees to provide audit support in accordance with the level of service paid for by the client(s) also known as taxpayer(s). The taxpayer(s) agree to the following items:

1. As used in this agreement the term "audit" means; any correspondence (letters/notices), "office" audit by the agency including any written communication, telephone calls initiated by the agency in which the agency desires to audit, examine, review, investigate or verify any information/items on the taxpayer's individual federal income tax return Form 1040.
2. An "office" audit is an examination by the agency of an individual income tax return at the office of the agency.
3. This agreement **does not** cover the following:
 - a. **Does not** cover an agency "field" audit in which the agency requests to come to the taxpayer's place of business to examine records in detail or any "office" audit expanded to a "field" audit.
 - b. **Does not** cover an audit for any business **entity**.
 - c. **Does not** cover any investigation that is conducted by the agency involving issues of civil or criminal fraud which **does not** constitute an "audit" as defined by this agreement and the federal government, it ceases to qualify as a prepaid case/service at the time that such issues enter the case.
 - d. **Does not** include any services associated with the appeals process or litigation or litigation support. However, in circumstances such as these we

will advise you regarding the advisability of appealing any agency audit adjustment at the conclusion of the “office” audit.

- e. **Does not** include accounting services associated with the examination of any information from another federal tax return that appears on an individual’s federal tax return, e.g., information from a partnership’s K-1 or S-Corporation shareholder’s K-1.
4. This agreement includes **only** those “office” audits that are within the Kansas City Missouri or Kansas metro area or for any audits that we are able to get transferred to the Kansas City area should you move from the immediate area.
5. The taxpayer must meet and plan the audit strategy including full cooperation with AccuTaxes and any of our representatives working on the taxpayer’s behalf under the terms of this agreement.
6. This agreement and its associated fees cover the cost of tax services associated with the representation of the taxpayer at the taxpayer’s audit and/or the handling of agency correspondence for the year listed on signed agreement only.
7. AccuTaxes will only represent the taxpayer(s) if the taxpayers have not received an audit notification from the agency prior to the payment and signing of this agreement.
8. In preparation of the audit; it is the taxpayer(s) responsibility to provide any information and/or documentation, in an organized manner, that is requested by the agency and/or AccuTaxes. This agreement does not include accounting, or organizing of documents/receipts.
9. Upon any notification that the taxpayer receives by an agency of an audit that the taxpayer must respond to such notification by immediately notifying AccuTaxes in writing (e-mail is acceptable) and by telephone.
10. Upon receipt of any correspondence or telephone communications from an agency, the taxpayer shall immediately notify AccuTaxes in writing (e-mail is acceptable) and by telephone.
11. The taxpayer(s) will sign a power of attorney authorizing AccuTaxes to represent the taxpayer(s) in any audit or other agency matter on the taxpayer’s individual tax return for the year that the program was purchased for.

The fee associated to this agreement does not cover the following:

1. Additional taxes, interest, or penalties as a result of an agency examination.
2. Agency “field” audits as described above.
3. Agency audits or correspondence in which the taxpayer has received notification from the Agency that is dated **prior** to this agreement payment date.
4. Any returns filed by the taxpayer with an unpaid balance that is either owed to the agency, or AccuTaxes for previous year filings.
5. Agency audits of Partnerships, S-Corporations, Trusts, Estates, etc.; or other returns that affect a taxpayer’s individual return.
6. The appeals process, litigation, or litigation support. *We **do not** provide legal services in either civil or criminal matters.*
7. Fees associated with amending returns because of documents (income, expenses etc.) that were not provided during original preparation.