

INDIVIDUAL TAX PREPARATION AUTHORIZATION – 2023 TAX YEAR

Please sign and send back to TBC

I have engaged Total Business Care, LLC (TBC) to prepare my Federal and State Income Tax Return for the year ended December 31, 2023. I understand that it is my responsibility to provide TBC with all the information required to complete my tax return. I understand I have final responsibility for the income tax return and will carefully review the completed return before signing to file them. In that regard I state that, to the best of my knowledge and belief:

I have provided true, correct and complete information regarding my income as listed on the attached Forms W-2, 1099 and/or attached written summaries and/or tax organizer. I understand that it is my responsibility to provide all the information necessary to complete the returns.

I understand that TBC will not advise and is not responsible for advising me in respect to independent contractor status as part of the services provided. Per this form, TBC encourages me to seek independent legal counsel experienced in employment practice matters for any questions regarding classification of employee vs. independent contractor.

I will retain a minimum of 7 years of all the documents, receipts, cancelled checks and other records required to substantiate the items of income and expense claimed on my returns. I will keep copies of my tax returns; our suggestion is indefinitely. I will keep documents related to real estate and stock sales and purchases, and carryover losses indefinitely.

I have provided true, correct and complete information regarding amounts I have given to TBC to claim as tax deductions, and have maintained written documentation supporting all amounts, including logbooks and receipts. I understand that if a question arises regarding the interpretation of tax law, and a conflict exists between the tax authorities' interpretation of the law, and other supportable positions, that TBC will use their professional judgment in resolving the issues. **Since 2007 all donations of any kind must have documented receipts or the donations cannot be taken.**

I understand that taxing authorities may examine the returns, that documentation should be retained to support the information provided, especially business travel and entertainment deductions, business use percentage of autos and other assets, barter activities, and donations, and that penalties may be imposed on returns that are late, underpaid or incorrect.

I understand that TBC will not audit or otherwise verify any information, that TBC may require clarification or additional information, that TBC is not responsible for disallowed deductions, or the inclusion of additional unreported income or any resulting taxes, penalties or interest. **I understand that I will be charged an additional fee if TBC is asked to assist or represent me in a tax examination or inquiry.** I understand that, in the event of preparer error, I am responsible for additional tax that may be due and that the extent of TBC's responsibility is to pay for any penalty that the IRS or the state revenue department may assess.

I understand that I am responsible for reporting foreign activities and will inform TBC of income from foreign sources and/or have signatory authority on a foreign account. (If you are unsure whether income or an account is foreign, we will review it.) **Note that penalties for failure to report foreign activities are severe.**

I understand that I am responsible for reporting digital assets, like crypto currency, and will inform TBC and provide documentation of income from these sources.

I will contact TBC immediately if I discover additional information that will lead to a change in my return, or if I receive any letters from the IRS or state taxing authorities.

I understand that it is my responsibility to have knowledge of and communicate any deadlines or requirements imposed on me by government or other authorities or agencies. It is my responsibility to communicate this information to the TBC tax preparer or service provider.

I understand that I am responsible to contact TBC if I have any questions or concerns about the work being done. If I am concerned about communications, accuracy or feel there is any misunderstanding, I must bring it to the attention of my tax preparer, the Office Manager or other TBC representative immediately.

I understand that TBC's policy is to put tax advice in writing, and that I will not rely upon any unwritten advice because it may be tentative, incomplete, or not fully reviewed.

I understand that TBC's bill will be due and payable upon completion of these returns prior to e-filing the tax returns and **filing may not be performed until the bill for these services is paid in full.**

I understand that TBC will not file any federal, state or local tax extensions without my specific authorization.



INDIVIDUAL TAX PREPARATION AUTHORIZATION – 2023 TAX YEAR

If an extension of time to file is required, information available at that time will be used to prepare the extension. **An extension only provides additional time to file; it is not an extension to pay taxes due. Taxes paid after the filing deadline will result in penalties and interest.**

If there are other services or tax returns that I expect TBC to prepare, such as business, estate, gift, sales, fiduciary, property, or other states or cities, I will advise TBC.

I understand that TBC uses the United States Postal Service and a cloud-based file sharing services to send copies of my tax documents, which contain some sensitive information.

Record Retention

TBC Recommends:

- **You keep your copies of your tax returns indefinitely**
- **You keep documents related to real estate and/or stock sales and purchases indefinitely**
- **You keep all documentation regarding and related to carryover losses, if you have such, indefinitely**

In accordance with TBC's current document retention policy we will retain copies of our work papers and your tax returns for seven years. All of your original records will be returned to you. We will provide you a copy of the depreciation schedules and tax returns and other pertinent work papers that should be a part of your books and records. **After seven years, our work papers, files and copies of tax returns will be destroyed.**

Additional Copies of Tax Returns:

- A written and signed authorization will be required to send copies of your tax returns to a third party. An authorization will be required each time you make this request. The fee to send a PDF copy of a tax return to a third party on your behalf is \$25.00.
- If you should need replacements of your tax returns, we will provide electronic copies for \$25.00 per PDF return or paper copies for \$35.00 per return.

Physical deterioration or catastrophic events may shorten the term during which our records will be available. The working papers and files of our firm are not a substitute for your original records. It is agreed and understood that in connection with the performance of this engagement by Total Business Care, LLC that the work papers prepared by TBC shall remain the property of Total Business Care, LLC.

Use Tax

The Franchise Tax Board requires you to pay any sales use taxes on items you purchased without paying California sales taxes. You may elect to pay use tax with your personal income tax return, rather than on a separate use tax form filed with the Board of Equalization. You have reportable use tax if you purchased goods outside of California for use, storage, or consumption in California and did not pay California sales or use tax on the purchase. If you elect to report your use tax on your personal tax return, please provide us with an itemized list of items purchased, the purchase price of each item and the amount of sales tax paid to another state on each item.

Termination of Service

Total Business Care, LLC has the right to withdraw services for any reason including but not limited to failure of client to pay fees in a timely way.

We appreciate the opportunity to serve you, and look forward to a continuing, mutually satisfying relationship.

Very truly yours,
Total Business Care, LLC

By signing this document, you are accepting and agreeing to the terms and conditions in this letter; they shall remain in effect until terminated by either party in writing.

If this is a joint return, we understand that copies of tax returns and all supporting documents will be made available to either spouse without consent or notification of the other. Both spouses must sign this authorization.

Signed: _____

Date: _____

Print Name: _____

If joint return need 2 signatures, separate documents are OK

Signed: _____

Date: _____

Print Name: _____

