**TO:**

All good relationships are based upon mutual trust, understanding and effective communication. Accordingly, we feel it is in our mutual best interest to communicate our expectations of our professional relationship in order to eliminate any confusion or misunderstanding which may arise in the future.

You have requested that we prepare your **2022** federal and state income tax returns. We will prepare your **2022** tax returns based on the information you have provided us. To enable us to effectively and efficiently serve you, it is imperative that you provide us with accurate and complete information about your matter. We rely on your prompt and candid communications to keep us informed of all developments regarding any changes in the facts of your tax situation, including errors or omissions.

Our fees are based primarily on the amount of time spent on your tax return by our CPAs, accountants, assistants, and other staff, subject to certain adjustments. Each CPA, accountant, assistant, or other member of our staff has an hourly billing rate. To the extent that we can utilize our professional staff at a billing rate of $50 - $250 per hour in the accomplishment of any services performed for you, we will do so in order to minimize your fees. You will be billed for items incidental to the performance of services provided by our firm, such as expenses for emails, software fees, travel, postage, and phone calls. The **minimum** fee for a tax return is **$450 per tax return**.

Invoices will be rendered at least monthly for work done in the previous month, including disbursements and other expenses incurred on your matter. If we do not hear from you regarding your invoice within thirty (30) days of the billing date, we shall assume you have examined the invoice and accept it as valid. We reserve the right to withdraw from your representation in the event of nonpayment.

*As described above, our engagement is premised on an hourly fee basis. Your obligation to pay shall not depend upon a particular result or outcome on your tax return.*

 *All efforts to file your tax return by the tax deadline will be made. However, any data received after* **Friday, March 10, 2023** *could result in us filing an extension on your behalf.* **October 16th** is the final deadline to file your return if a request to extend was filed. We ask that all data needed to complete your return before this deadline be in our office by **September 4, 2023**. *Any returns in which data is received after* ***9/4/23*** *will be assessed a* ***$75*** *fee to cover overtime costs for staff to insure a timely filed return.*

Please be aware that your returns are subject to examination by taxing authorities, which could generate IRS or state letters or inquiries. In the event of an audit, you may be requested to produce documents, records or other evidence to substantiate income and deductions shown on your return. Please retain all of your documents, receipts, cancelled checks and any other records you might have in your possession. At the filing of your tax return, you will be notified to pick-up any original documents.

In the event of a notice/audit being generated by a taxing authority, we will assist you in corresponding/representing you with the taxing authority to resolve the issues at additional fees based on the time encompassed. If the error on your return is the firm’s fault, we will do this work at no charge to you, however you will be responsible for any tax, penalties or interest assessed. As part of the firm’s work, we will put forth every effort to have any penalties abated.

It is our firm’s policy to retain a paper or digital copy of your tax files for a period of three years after the filing of the tax return. At the conclusion of the three-year period, we will destroy these files including any paper documents, digital media, or other tangible things as well as original documents that have not been picked up after the completion of your return. You are provided a copy of your tax return upon completion. If you request an additional copy of your return, whether paper copy or digital copy, there will be a $20 fee due at the time of delivery for the copy.

If a dispute arises out of or relates to this professional services agreement, or the breach thereof, and if the dispute cannot be settled through good faith negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration.  Any remaining disputes not resolved by mediation (above) shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, before one (1) arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.  Any mediation or arbitration shall be conducted in Baton Rouge, Louisiana.

This Agreement and any alleged breach thereof, shall be governed by Louisiana law.   If the firm is required to engage an attorney to enforce any obligation under this agreement, including for the payment of invoices for services rendered, the prevailing party in any such action shall be entitled to recover its attorney’s fees, court costs and arbitration costs from the non-prevailing party.

Our relationship may be terminated by you or by us at any time, with or without cause, by written notice to the other party. In the event of termination, we will cooperate and assist in a transfer of your matter to another firm if you wish us to do so. You agree to pay for our services, according to our normal fees, through the completion of the transition.

In the event any member(s) of the firm is required to attend a deposition or any other court related matter on your behalf or as a result of our business relationship, you will be responsible for all fees based on the hourly rate of the applicable member(s) of the firm. Any fees for time spent on copying and/or emailing documents, postage, phone calls, or meetings related to any deposition or court matter will also be your responsibility.

If the foregoing is in accordance with your understanding of the terms and condition of our engagement letter, please sign this letter where indicated and return to us by mail or bring it with you to your tax appointment.

Please feel free to contact our office with any questions relating to this engagement letter.

CATALANATTO & BARNES, CPAs, LLC

**READ, UNDERSTOOD AND ACCEPTED BY:**

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**Signature Date Phone Number**

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**Signature Date Phone Number**

**\*\*Completed returns will be provided to you in digital format unless a paper copy is requested. \*\***