



**LANDON C. SCOTT, PLLC**  
CERTIFIED PUBLIC ACCOUNTANTS | ADVISORS

**1041 - FIDUCIARY (ESTATES AND TRUSTS) TAX RETURN**  
**ENGAGEMENT LETTER**

Dear Client:

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

We will prepare the requested federal and state fiduciary income tax returns from information that you will furnish to us. Any other required services, forms or other actions on our part require a separate engagement letter. In the absence of written communications from us documenting such services will be limited to and governed by the terms of this engagement letter. Our services are not intended to determine whether you have filing requirements in taxing jurisdictions other than the one(s) of which you have requested. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. We will furnish you with questionnaires and/or worksheets to guide you in gathering the necessary information. Your use of such forms will assist in keeping pertinent information from being overlooked.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the fiduciary income tax returns and, therefore, you should carefully review them before you sign and file them.

Our work, in connection with the preparation of your income tax returns, does not include any procedures designed to discover defalcations or other irregularities, should any exist. Our work product will not guarantee that errors, fraud, or illegal acts will be detected. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the income tax returns. You understand that we will not audit or otherwise verify any information, that we may require clarification or additional information, that we are not responsible for disallowed deductions, or the inclusion of additional unreported income or any resulting taxes, penalties or interest. We are not insurers or guarantors of the accuracy of the financial information, which is your representation.

We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

For calendar year end estates/trusts: The filing deadline for the tax return is April 15, 2024. In order to meet this filing deadline, the information needed to complete the return should be received in this office no later than **March 1, 2024**. We do not guarantee completion of your return by the April 15, 2024 deadline if your complete information is received by our office after **March 1, 2024**.

For fiscal year end estates/trusts: The filing deadline for the tax return is the 15<sup>th</sup> day of the 4<sup>th</sup> month after the end of the tax year.

You agree that in the event your return cannot be completed by the due date, it may be necessary for us to apply to extend the due date. If an extension of the time is required, any tax that may be due with your return must be paid with that extension. We will file an extension if necessary for returns in our office, **all others must be requested must be requested in writing, email, or fax as we cannot file an extension without your permission and requesting one.**

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Any amounts not paid by the filing deadline are subject to interest and late payment penalties when those amounts are actually paid.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on these penalties, please contact us. The returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such governmental tax examination, or inquiries, we will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred. You understand that in the event of preparer error, you are responsible for the additional tax and interest that may be due, but the extent of our responsibility is to pay any penalty that the IRS or engaged state revenue departments may assess.

We will retain limited copies of the records you supply us along with our work papers for your engagement for a period of seven years. All your original documents will be returned to you. After seven years, our work papers and files no longer are available. Physical deterioration or catastrophic events may shorten the time during which our records will be available. The working papers and files of our firm are not a substitute for the original records of your business. It is agreed and understood that in connection with the performance of this engagement by our firm that the work papers prepared by our office remain our property.

Our fee for these services will be billed upon completion and presentation of the returns, returns will not be electronically filed without payment. Accounts with a balance due after 60 days will incur a finance charge at a rate of 18% per annum. We reserve the right to suspend or terminate our work due to nonpayment. In the case of non-payment we will not file any extensions on your behalf. In the event that our work is suspended or terminated as a result of non-payment, you agree that we will not be responsible for your failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines. You agree to pay all our costs of collection.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office. You may return this letter with your estate and or trust information. However, if there are other tax returns you expect us to prepare, such as gift and/or property, please inform us by noting so just below your signature at the end of the return copy of this letter.

We want to express our appreciation for this opportunity to work with you.

Sincerely,

Landon C. Scott, PLLC

**Please indicate which forms you wish for us to prepare in addition to the Federal return:**

Minnesota\_\_\_ Wisconsin\_\_\_ Other (Please list) \_\_\_\_\_

Have you prepared and filed all necessary Forms 1099? Yes\_\_\_\_\_ No\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

By providing your email address you are authorizing us to communicate with you based on the terms of our "E-mail Authorization Form" document referenced on our website [www.lscottcpas.com](http://www.lscottcpas.com)

Comments or additional requests: \_\_\_\_\_

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