

steven zelin, cpa LLC  
*certified public accountant*

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

RE: \_\_\_\_\_  
(client name)

Dear \_\_\_\_\_,

Thank you for your interest in working with me and my firm. We will be very pleased to work with you as your accountants and advisors, as applicable. This letter serves as the engagement agreement for certain Services requested by \_\_\_\_\_ (the “Client” or “you”) that Steven Zelin, CPA LLC (“Zelin” or “I”) will provide, subject to the terms hereof.

1. Scope of Services

I will perform the Services set forth on Schedule A and such Services ancillary thereto at applicable hourly rates, based on information you will provide. The provision of Services under this agreement will last until such time as the subject Services have been completed (e.g., tax returns or other documents have been filed (or eFiled) with the governmental authorities or the relationship is terminated, whichever is earlier). If you wish for me to provide Services for future years, I may provide you with a separate engagement agreement for those Services.

I will advise in accounting matters and I may, as appropriate, prepare letters to third parties (e.g., banks or other lenders), to assist Client in reporting to such third parties, financial information as required by law or which you authorize to be released.

Zelin is providing the Services solely for your use and benefit and pursuant to this client relationship exclusively with you. Zelin disclaims and shall not have any responsibility or liability to or for any other person or entity related to any of the Services or any deliverables or advice.

2. Fees for Services

The minimum fee for tax preparation is \$800 and is listed on Schedule A (page 9), which such fee will be increased by hourly rates as additional time is expended. I will require a retainer, listed on Schedule A, before beginning any work. I will apply the retainer against fees and expenses as they are expended and incurred. You may be asked to replenish the retainer. Zelin’s fees are based on the actual hours of work necessary to perform the Services, charged at the following hourly rates: Administrative Assistant \$50; Bookkeeping \$75; Staff Accountant \$95; Senior Staff Accountant \$135; Manager \$190; and Steven Zelin \$300. Zelin reserves the right to make adjustments to the minimum and hourly rates in my sole discretion on an annual basis upon 30 days’ prior

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notice to Client. Client must accept the new hourly rates in order for Zelin to continue to provide Services.

Expenses, such as postage and travel will be billed at cost. Additionally, all communications regarding the Services outlined in Schedule A, including but not limited to e-mails, video conferencing, text messages and phone calls, is billable at the above-referenced rates. If there are to be significant additional expenses, Zelin will advise you in advance and obtain your approval of such expenses.

Invoices for the fees and expenses are payable on presentation of invoices, which will be rendered as work progresses but no less than once per quarter and no more frequently than once every fifteen (15) days depending on the nature and scope of the Services.

### 3. Additional Services

Additional services may, in my discretion, be agreed upon under a separate engagement agreement but shall, in any event, be for additional fees.

For example, Zelin may, from time to time, be asked by you to provide tax consulting services, including offers in compromise with the IRS; providing an analysis of payroll; bank statement review; preparing sales tax memos; advising you on whether keeping your current fiscal year is efficient given your particular business cycle; advising on business strategies you are employing or considering; preparing budgets and business plans; and performing tax research.

Such work and all other additional work may, at my discretion, be agreed upon under a separate engagement letter but shall, in any event, be for additional fees.

### 4. Limitations of the Engagement

Zelin has not been retained to perform, nor will I perform, any audit or independent verification of Client's financial or other records, although it may be necessary to ask you for clarification of the information you provide.

Zelin's engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist in your company or records, or related to your personnel, company or records or otherwise. However, Zelin will inform you of any material errors, and any fraud or illegal acts of which Zelin gains actual knowledge during the provision of Services to you.

Zelin has no responsibility or obligation to identify or communicate deficiencies or weaknesses in your internal controls as part of this engagement.

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## 5. Books and Records

I will not be able to perform the Services unless you have accurate and complete books and records. If you wish for me to review your books and records to ascertain their status please inform me of this promptly and preferably prior to the provision of Services. Unless otherwise informed, I will assume that you are providing accurate and complete books and records and I will not undertake any independent investigation of any of the same.

It is your responsibility to provide all the information necessary or desirable to enable me to provide the Services set forth herein. However, you should retain the originals or copies (if I do not require originals) of all the documents, canceled checks, and other communications and data that you send to me, that you may be legally required to be retained, and that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns or reports to the taxing authorities.

Zelin may provide Client with a tax organizer containing prior year data for your reference, templates, and additional tools to assist in identifying and gathering the information necessary to perform the Services. Your use of such forms is optional but highly recommended as it will assist Zelin in keeping pertinent information accessible and in streamlining the process of completing your tax returns and providing other Services, thereby reducing billable time.

I will retain my working papers and work product and all derivatives thereof as my proprietary and exclusive property, including copies of your records that I choose to make from originals of the documents and records that you have supplied along with the tax organizer that you complete, in accordance with Zelin's document and information retention policy which may be modified to comply with the law or preferable practice at Zelin's sole discretion. My current policy is to retain documents and information for a period of seven years after the later of the completion of the Services and Zelin's professional and legal obligations, if any, to defend, support, or supplement any documents or information, if required by law or contract. Original source documents will be returned to you with delivery of any applicable returns.

## 6. Reliance on Documents Provided by Client

Zelin has the right to rely conclusively on all source documents and information provided by you as true, accurate and complete and all of the representations by you hereunder,

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thereunder or with respect hereto or thereto (whether written or verbal) without any independent investigation or verification. Any service provided by Lowe Bureau (defined in Section 10) for Client is separate from the Services pursuant to this agreement, regardless of whether any or all of the personnel performing such service are under the employ or engagement of both Zelin and Lowe Bureau. Zelin and Lowe Bureau are separate entities and are not partners, joint venturers or agents of one another, and the services provided by each shall be set forth in separate agreements signed by you to the extent applicable. No information learned or used, or obligation or liability incurred, by one of Zelin or Lowe Bureau shall be imputed to the other or to any persons engaged with the other.

## 7. Responding to Government Notices

Zelin may also represent you in connection with responding to inquiries made by the Internal Revenue Service or other governmental authorities. Such work may, at my discretion, be agreed upon under a separate engagement agreement but shall, in any event, be for additional fees.

## 8. Audits

There is always a possibility that your returns, reports or filings may be selected for review or audit by taxation or other governmental authorities. Any proposed adjustments to your returns, reports or filings are subject to certain rights of appeal. This engagement does not include responding to such inquiries by any governmental authority or any appeals, or any work related thereto. However, in the event of such government notices or examinations, Zelin can be available to represent you in this regard if you so choose. Such work will be agreed upon under a separate engagement agreement and for additional fees.

## 9. Delays in the Provision of Services

Client acknowledges that Zelin has multiple clients and needs to receive documents and information in a timely fashion in order to perform any Services. The responsibility for providing all documents and information lies solely with Client. If there are delays in providing any documents or information, there may be delays in performing the Services and additional charges if such delays result in additional work.

## 10. Other Service Providers and Third Parties

In some instances, Zelin may require that information be provided to, or services be provided by, accounting, bookkeeping or other professionals in order to perform the Services hereunder. In those instances, Zelin will advise Client of this need. Zelin may refer Client to its affiliate, The Lowe Bureau, LLC (“Lowe Bureau”), which provides certain services, pursuant to a separate engagement letter. Unless and until such time as

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Zelin receives the information requested by Zelin in the form necessary to provide the Services hereunder or, provided Zelin agrees to the same, Zelin or Lowe Bureau receives a separate engagement letter under which such entity can perform such services to obtain such information, Zelin will suspend performance of its services.

Client authorizes Zelin to contract and consult with third parties if, in my sole professional judgment, those parties possess information required to perform the Services, including foreign tax consulting and compliance. The fees for such services will be in addition to Zelin's other fees, and payment for such additional services will be due upon receipt of invoice. In some instances, third parties may require you to contract directly with them, and you agree to contract with and pay them for such services.

## 11. Professional Judgment and Liability

Zelin 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. You will not assert any claims or hold Zelin liable for the exercise of such judgment and you hereby release Zelin and Lowe Bureau from and waive any claims, demands, liabilities, obligations, or complaints related thereto.

Zelin will not be liable to you or responsible for any charge, tax, interest or penalties that any taxation or other authority may levy against you whether for your failure to (a) file tax extensions, tax returns or other documents or (b) pay any charge, tax, interest or penalties on a timely basis; or otherwise.

Zelin uses professional accounting software and is entitled and hereby authorized by you to rely on such software to perform the Services. Zelin cannot guarantee that such software or any Internet connections used for electronic filings or otherwise will be error-free or functioning at any time, including at the time any filings are made; Zelin will not be liable for any such delays or failures or any loss or damage related thereto.

## 12. Referrals to Other Persons

Zelin prides itself on value-added services, including referrals to other service professionals such as lawyers and bankers, payroll service providers, human resources consultants, recruiters, chief financial officers, accountants, bookkeepers (including Lowe Bureau) and others. Zelin shall not be required to provide referrals and shall not be responsible for any referral to Client or liable for any matter relating to or the outcome of such referral. In addition, Zelin may provide networking opportunities for Zelin's clients by introducing them to one another; Zelin may introduce you to one or more of Zelin's other clients. Client is solely responsible for any contractual or other relationship Client enters into with such third parties even if referred by Zelin. Zelin shall not be required to make any introductions and shall not be responsible or liable for any matter relating to or the outcome of any of the same.

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## 13. Confidentiality

Unless any of the materials and information you provide to Zelin are publicly known or available, were previously known to Zelin free of any obligation to keep such items confidential, or are subsequently made public, or authorized to be disclosed, the materials and information you provide to Zelin shall be kept confidential by Zelin, and shall be used by Zelin only in performing the Services, enforcing this agreement and collecting payment, as applicable, to its own legal and financial advisors, or complying with the law or legal process.

## 14. Termination/Disputes

Client or Zelin can terminate this engagement at any time. Termination does not affect Client's responsibility for payment for services rendered and expenses incurred to such date or for the indemnifications, releases and other fees that may be due and payable to Zelin whether hereunder or otherwise.

This agreement shall be governed by and construed under the laws of the State of New York, without giving effect to the principles of conflicts of law. You and Zelin submit to the exclusive personal jurisdiction of the federal or state courts of the State of New York, New York County, for any disputes arising hereunder. You and Zelin hereby waive any objection to the venue of any such suit, action or proceeding brought in any court in the State of New York, New York County or that any such court is an inconvenient forum. You and Zelin hereby waive trial by jury in any proceeding for any matter in any way related to this engagement.

Without limiting anything else in this agreement, no court shall have any power to award damages inconsistent with the Limitation on Liability in Section 16 below.

## 15. Indemnification

Client shall indemnify, defend, release and hold harmless Zelin and Lowe Bureau and each of their affiliates, representatives, employees, independent contractors, equity holders, directors, officers, successors and assigns (the "Indemnified Parties") of and from any and all loss, damage, expense, judgment, audit, claims, liabilities, obligations, and demands ("Losses") relating to (a) any misrepresentations or misstatements by Client or any person acting on behalf of at the request of Client, (b) any falsity, inaccuracy or incompleteness of any documents or information provided by Client or any person acting on behalf or at the request of Client, and (c) the delay, withholding, concealment, or failure to disclose any documents or information, by or on behalf or at the request of Client, regardless as to whether such action or failure to act is intentional or unintentional, negligent or knowing.

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Without limiting any of the foregoing or anything else in this agreement, Client shall indemnify, defend, release and hold harmless each Indemnified Party from and against any Losses whether as a result of injury to or death of any person or damage to or loss or destruction of any property or otherwise relating to the performance of services to Client; provided that such Loss is not directly and exclusively the result of Zelin's or Lowe Bureau's gross negligence or willful misconduct.

Without limiting any of the foregoing or anything in this agreement, upon Zelin's request, Client shall, at no cost or expense to any Indemnified Party, assert or defend any action or proceeding in connection with the indemnifications contained herein and Client shall pay any and all costs and legal fees that may be incurred or suffered by any Indemnified Party related thereto.

## 16. Limited Liability

Notwithstanding anything contained in this agreement, whether contrary or not, except to the extent finally determined by a court of competent jurisdiction and resulting directly and exclusively from Zelin's, or Lowe Bureau's, as applicable, gross negligence or intentional misconduct, Zelin's and Lowe Bureau's liability or obligation, if any, for any Client damages or loss of any kind is and shall be limited and capped at the greater of the sum of \$800 or the actual fees paid by Client to Zelin, or Lowe Bureau's, as applicable, during the subject calendar year for the subject service which caused such damage or loss. This limitation on liability shall apply and be enforceable regardless of the nature of the cause of action or legal theory pled or asserted or the nature of the damages or loss.

In addition, neither Zelin nor Lowe Bureau will be liable or obligated in any event or for any reason for any lost profits or consequential, indirect, punitive, exemplary or special damages each of which is hereby expressly waived by you regardless of any matter, event, circumstance or condition and regardless of whether any such damages, liabilities or obligations are foreseeable or whether any party has been advised of the possibility of any of the same.

## 17. Severability

In the event that any provision of this agreement is deemed invalid or unenforceable by a court of competent jurisdiction, said finding shall not operate to invalidate the remainder of this agreement and the terms of this agreement shall be modified to the extent necessary to render such provision valid and enforceable in keeping with the intent of the parties.

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## 18. Waiver, Assignment, Binding Effect, Counterparts

No waiver of any provision of this agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party charged with making the waiver.

Except as permitted by Zelin herein, neither this agreement nor any duties or obligations hereunder may be assigned or delegated by any party without the prior written consent of the other party, which such consent will not be unreasonably withheld.

This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their legal representatives, heirs, successors and permitted assigns.

This agreement may be executed in one or more counterparts, and by facsimile, electronic or pdf signature, with each such counterpart being deemed an original instrument and all such counterparts together constituting the same agreement.

## 19. Entire Agreement

This agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, either oral or written, between the parties with respect to the subject matter hereof. Client acknowledges and agrees that no representations, warranties, inducements, promises or agreements (oral or otherwise) have been made or relied upon by Client, which are not expressly set forth herein to be so relied upon by Client. Any modification of this agreement will be effective only if it is in writing and signed by both parties.

If you agree with the terms of my engagement as described in this agreement, please countersign this engagement agreement and return it to me along with the \$500 retainer. I appreciate the opportunity to be of service and look forward to working with you. It is our policy to initiate services only after we receive the retainer and a signed copy of this engagement letter from you.

Sincerely,

Steven Zelin, CPA

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ACCEPTED AND AGREED TO BY:

Sign: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Occupation \_\_\_\_\_

DOB: \_\_\_\_\_ Soc Sec #: \_\_\_\_\_

Address, City, State: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Nickname / Name you prefer to be called: \_\_\_\_\_

Spouse Name: \_\_\_\_\_ Occupation \_\_\_\_\_

Spouse DOB: \_\_\_\_\_ Soc Sec # \_\_\_\_\_

Spouse Address, City, State: \_\_\_\_\_

Spouse Email Address: \_\_\_\_\_

Spouse Phone: \_\_\_\_\_

Spouse Nickname: \_\_\_\_\_

Referred by: \_\_\_\_\_

SCHEDULE A

MINIMUM FEE: \$800

RETAINER: \$500

SERVICES: Federal and State Tax Preparation

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