

We appreciate the opportunity to work with you. To minimize the possibility of a misunderstanding between us, we are setting forth pertinent information about the services we will perform for you.

We will prepare your 2016 Federal and State(s) individual income tax return, from the true, correct and complete information you furnish us. We do not use foreign third parties for preparation of your tax return, but we may use outside processing companies for electronic filing and backup storage purposes. We will not audit or otherwise verify the data you submit although we may ask you to clarify some of the information. We may furnish you with tax organizers and questionnaires to help you gather and organize the necessary information for us, in order to keep our fee to a minimum.

We must receive all information to prepare your return by April 10th, to ensure that your return will be completed by April 14th. If we have not received all of your information by April 10th and your return is not completed by April 14th, you may be subject to late filing or late payment penalties. **We do not file tax extensions for clients unless specifically requested to do so.**

It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns, including but not limited to the auto, travel, entertainment, computers and related expenses and the required documents to support cash and noncash charitable contributions. If you have any questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities.

We are responsible for preparing only the returns listed above. If there are additional returns you wish us to prepare such as property tax, gift or estate tax, other income tax returns for other entities, or other states' or cities tax returns, please insert them here: _____ . Our fee does not include responding to inquires or examination by taxing authorities. However, we are available to represent you and our fees for such services are at our standard rates and would be covered under a separate engagement letter.

We will use our judgment to resolve questions in your favor where a tax law is unclear if there is a reasonable justification for doing so. Whenever we are aware that a possible applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. We will follow whatever position you request, so long as it is consistent with the codes and regulations and interpretations that have been promulgated. If the IRS should later contest the position taken, or the disallowance of doubtful deductions or inadequately supported documentation there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. However, in the event of preparer error, you are responsible for additional tax that may be due, but our responsibility is to pay for any penalty that the IRS, state or local taxing authorities may assess.

In accordance with our firm's current document retention policy we will retain our work papers and your tax returns for your engagement for five years. 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. If you should need replacements, we will provide additional copies at our standard copying fees. All of your original records, including W-2's and 1099's will be returned to you. After five years, our work papers and files will no longer be 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 your original records.** It is agreed and understood that in connection with the performance of this engagement by Ferro, Willett, & Thompson, PLLP that the work papers prepared by us shall remain the property of Ferro, Willett, & Thompson, PLLP.

Our fee for these tax services will be based on our standard rates. Invoices are due and payable upon presentation. No further work will be performed when an unpaid balance over 60 days is outstanding, unless a written waiver is granted. The suspension or termination of our work may cause you to fail to meet deadlines imposed by creditors, governments or other third parties or may result in other adverse consequences and is a proper consequence of nonpayment of our statements. Our services will conclude upon delivery of the completed tax returns discussed above or upon our resignation from the engagement.

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Rules. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

We appreciate the opportunity to serve you. Please date and sign this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. It is our policy to initiate services after we receive the executed engagement letter.

Sincerely,
Ferro, Willett & Thompson, PLLP

The terms described in this letter are acceptable and are hereby agreed to and shall remain in effect until terminated by either party in writing.

Your Signature

Date

Spouse's Signature

Date