
ENGAGEMENT AGREEMENT FOR IRS REPRESENTATION SERVICES

Date: _____

Client Name(s): _____

Address: _____

Taxpayer ID(s): _____

Dear _____,

This letter sets forth the terms and conditions under which _____ ("Firm") will represent _____ ("Client") before the Internal Revenue Service (IRS) in connection with the tax controversy matter detailed below.

1. SCOPE OF REPRESENTATION

The Firm is engaged to represent the Client exclusively with respect to the following federal tax matter(s):

1. **Tax Type / Form(s):** _____
2. **Tax Period(s) / Year(s):** _____
3. **Nature of Matter:** _____

This representation is limited strictly to the tax periods and issues specified above. Any expansion of the scope of services must be agreed upon in writing and signed by both parties.

2. POWER OF ATTORNEY

To enable the Firm to communicate directly with the IRS on the Client's behalf, the Client agrees to execute IRS Form 2848 (Power of Attorney and Declaration of Representative) upon execution of this Agreement. The Client agrees to promptly provide any updates or additional information required to maintain active authorization.

3. CLIENT RESPONSIBILITIES & COOPERATION

The Client agrees to cooperate fully with the Firm in the preparation and defense of this matter. Client responsibilities include, but are not limited to:

1. Providing complete, accurate, and truthful documentation and information in a timely manner.
2. Disclosing all facts, correspondence, and notices received from the IRS or other taxing authorities.
3. Appearing for scheduled conferences, depositions, or hearings as required.
4. Promptly responding to communications from the Firm.

The Firm will not be responsible for any penalties, interest, or adverse outcomes resulting from client delays, omissions, or misrepresentations.

4. FEES, RETAINER, AND BILLING

The Client agrees to compensate the Firm for professional services and expenses rendered under this agreement as follows:

1. **Hourly Rates:** Professional fees will be charged at the Firm's standard hourly rates of \$_____ per hour for professionals

and \$_____ per hour for administrative staff.

2. **Retainer:** The Client agrees to pay an initial retainer of \$_____ upon execution of this agreement. This retainer will be held in trust and applied against billed fees and costs.
3. **Billing:** Invoices will be issued monthly. Payment is due within _____ days of the invoice date.
4. **Out-of-Pocket Expenses:** The Client is responsible for reimbursing the Firm for actual costs incurred, including courier fees, travel expenses, representation fees, and photocopy costs.

5. CONFIDENTIALITY AND PRIVILEGED COMMUNICATION

The Firm will maintain the confidentiality of all information provided by the Client in accordance with applicable professional standards. Under IRC § 7525, certain communications between a client and a federally authorized tax practitioner may be privileged in non-criminal tax matters. However, this privilege does not apply to criminal tax investigations or communications regarding tax shelters.

6. TERMINATION OF ENGAGEMENT

Either party may terminate this agreement at any time upon written notice. Upon termination, the Client remains responsible for all fees and expenses incurred up to the date of termination. The Firm reserves the right to withdraw from representation if the Client fails to pay fees when due, fails to cooperate, or misrepresents critical facts.

7. DISCLAIMER OF GUARANTEE

While the Firm will vigorously represent the Client's interests, the Client acknowledges that the outcome of any tax controversy is uncertain. The Firm makes no guarantees, promises, or representations regarding the ultimate outcome of the IRS examination, appeal, or litigation.

Please indicate your acceptance of the terms of this engagement by signing and returning a copy of this letter, along with the required retainer and executed Form 2848.

REPRESENTATIVE / FIRM:

Authorized Signature

Printed Name & Title

Date

CLIENT:

Client Signature (Primary)

Printed Name

Date

Spouse/Co-Client Signature (if applicable)

Printed Name

Date