

FIDUCIARY TAX SERVICES AND ESTATE ADMINISTRATION AGREEMENT

This Agreement is entered into this _____ day of _____, 20_____, by and between:

Client: _____

Capacity: _____ (e.g., Executor, Administrator, Trustee)

Estate/Trust: The Estate / Trust of _____

Firm: _____

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby retains the Firm to provide fiduciary tax and estate administration services. The scope of services to be performed includes, but is not limited to:

- A. Preparation of federal and state fiduciary income tax returns (Form 1041 and applicable state returns) for the tax year(s):
_____.
- B. Preparation of federal and state estate tax returns (Form 706 and applicable state returns), if required.
- C. Preparation of individual income tax returns (Form 1040 and applicable state returns) for the decedent for the final tax period ending on the date of death.
- D. Assistance with the calculation of fiduciary accounting income and principal, and preparation of formal or informal accountings for beneficiaries and courts.
- E. Consulting and advisory services related to post-mortem tax planning, distributions, and estate administration.

2. CLIENT RESPONSIBILITIES

The Client is responsible for providing the Firm with all necessary financial, legal, and personal information required to perform the services. This includes, but is not limited to:

- A copy of the Will, Trust Agreement, and any codicils or amendments.
- Death certificate and letters testamentary or letters of administration.
- Detailed inventories of estate and/or trust assets, including appraisals as of the date of death.
- All income reporting documents (Forms 1099, K-1, W-2, bank statements, and brokerage statements).
- Records of all estate/trust disbursements, administrative expenses, and distributions made to beneficiaries.

The Client represents that all information provided is accurate and complete to the best of their knowledge.

3. PROFESSIONAL FEES AND BILLING

Fees for the services rendered under this Agreement will be determined as follows:

- **Hourly Rates:** Services will be billed at standard hourly rates ranging from \$ _____ to \$ _____ per hour, depending on the professional assigned.
- **Fixed Fee:** A fixed fee of \$ _____ for the preparation of _____.
- **Retainer:** A retainer of \$ _____ is required upon execution of this Agreement, which will be applied against the

final billing.

Invoices will be rendered monthly and are due and payable upon receipt.

4. TERM AND TERMINATION

This Agreement will remain in effect until the completion of the services outlined herein. Either party may terminate this Agreement at any time by giving _____ days written notice to the other party. In the event of termination, the Client agrees to compensate the Firm for all services rendered and expenses incurred up to the date of termination.

5. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____. Any dispute arising under this Agreement shall be subject to mediation prior to initiating any legal proceedings.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, representations, or understandings.

CLIENT

FIRM REPRESENTATIVE

Signature
Print Name: _____
Title/Capacity: _____
Date: _____

Signature
Print Name: _____
Title: _____
Date: _____