

ESTATE TAX AND TRUST FIDUCIARY SERVICES CONTRACT

AGREEMENT TEMPLATE FOR ESTATE AND TRUST TAX COMPLIANCE

This Agreement is entered into and made effective as of _____, by and between:

Service Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Accountant"),

and

Client: _____, in their capacity as Fiduciary, Executor, or Trustee of _____ (hereinafter referred to as the "Client").

1. SCOPE OF SERVICES

The Accountant agrees to perform the following tax compliance and fiduciary services for the Estate / Trust as designated by the Client:

1. Preparation of Federal Estate Tax Return (Form 706) and any applicable State Estate Tax Returns for the Estate of _____.
2. Preparation of Federal Fiduciary Income Tax Returns (Form 1041) and applicable State Fiduciary Income Tax Returns for the tax year(s) _____.
3. Preparation of Schedule K-1 forms for beneficiaries of the Trust or Estate.
4. Consulting services and advisory support regarding trust distributions, post-mortem tax planning, and fiduciary accounting as mutually agreed upon.

2. CLIENT RESPONSIBILITIES

The Client shall provide all necessary financial documentation, accounting records, appraisals, bank statements, inventory of assets, and previous tax filings required for the accurate preparation of the returns. The Client represents that all information provided is accurate and complete to the best of their knowledge. The Accountant will not audit or otherwise verify the information submitted, unless specifically agreed to in writing.

3. FEES AND COMPENSATION

The Client agrees to compensate the Accountant for services rendered under this Agreement as follows:

- Hourly rate of \$_____ per hour, or
- Fixed flat fee of \$_____ for the defined scope of tax preparation.

A retainer of \$_____ is required upon execution of this Agreement before work commences. Invoices are due and payable within _____ days of presentation.

4. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the completion of the tax filings, unless terminated earlier by either party upon _____ days written notice. In the event of termination, the Client shall pay the Accountant for all services rendered and expenses incurred up to the date of termination.

5. CONFIDENTIALITY

The Accountant agrees to keep all financial information, personal data, and terms of the Estate or Trust strictly confidential, and shall not disclose any information to third parties without the prior written consent of the Client, except as required by law.

6. GOVERNING LAW

This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of_____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLIENT:

Signature

Print Name: _____

Title: _____

Date: _____

ACCOUNTANT / SERVICE PROVIDER:

Signature

Print Name: _____

Title: _____

Date: _____