

# CONTRACT FOR ESTATE AND TRUST TAX ADVISORY SERVICES

This Agreement is entered into and made effective as of \_\_\_\_\_, by and between the following parties:

**Tax Advisor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Client / Estate:** \_\_\_\_\_

**Represented By:** \_\_\_\_\_

**Capacity (e.g.,  
Executor):** \_\_\_\_\_

## 1. SCOPE OF SERVICES

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The Tax Advisor agrees to provide professional estate and trust tax services to the Client as described below:

1. Preparation of federal and state fiduciary income tax returns (Form 1041) for the tax year(s) \_\_\_\_\_.
2. Preparation of federal and state estate tax returns (Form 706) if required.
3. Preparation of federal and state gift tax returns (Form 709) if required.
4. Tax advisory and planning services related to the administration, distribution, and preservation of trust and estate assets.
5. Representation before tax authorities in connection with the returns prepared under this Agreement, subject to additional fees as agreed upon.

## 2. CLIENT RESPONSIBILITIES

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The Client is responsible for providing the Tax Advisor with all necessary financial records, trust agreements, wills, asset valuations, and other information required to perform the services. The Tax Advisor will not audit or otherwise verify the information submitted, and the Client is responsible for the accuracy and completeness of all data provided.

## 3. FEES AND PAYMENT

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

- Hourly rate of \_\_\_\_\_ for advisory and preparation services.
- Fixed fee of \_\_\_\_\_ for specific return preparation.
- Retainer amount of \_\_\_\_\_ payable upon execution of this Agreement.

Invoices are due and payable within \_\_\_\_\_ days of receipt. Interest at the rate of \_\_\_\_\_% per month may be applied to overdue balances.

## 4. TERM AND TERMINATION

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This Agreement shall commence on the date first written above and will remain in effect until the specified services are completed. Either party may terminate this Agreement at any time by giving written notice of \_\_\_\_\_ days to the other party. In the event of termination, the Client shall pay the Tax Advisor for all services rendered up to the date of termination.

## 5. CONFIDENTIALITY AND RECORDS

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The Tax Advisor will maintain the confidentiality of all information provided by the Client and will not disclose such information to third parties without prior written consent, except as required by law. The Tax Advisor will retain copies of the tax returns and supporting workpapers for a period of \_\_\_\_\_ years, after which they may be destroyed.

## 6. LIMITATION OF LIABILITY

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The Tax Advisor's liability for any claim, loss, expense, or damage arising out of this Agreement shall be limited to the total amount of fees paid by the Client to the Tax Advisor for the services rendered under this Agreement.

## 7. GOVERNING LAW

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This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

\_\_\_\_\_  
Tax Advisor Signature

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

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Client / Representative Signature

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

Printed Name: \_\_\_\_\_