

# FIDUCIARY AND ESTATE TAX PREPARATION ENGAGEMENT AGREEMENT

## AGREEMENT FOR PROFESSIONAL SERVICES

This Engagement Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

### The Provider:

\_\_\_\_\_  
\_\_\_\_\_

### The Client:

\_\_\_\_\_, in their capacity as Fiduciary / Executor / Trustee of:

Name of Estate / Trust: \_\_\_\_\_

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

### 1. SCOPE OF SERVICES

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The Provider will prepare the federal and state tax returns for the Estate or Trust specified above. Specifically, this engagement encompasses the preparation of the following tax returns (as checked or indicated below):

- U.S. Income Tax Return for Estates and Trusts (Form 1041)
- State Fiduciary Income Tax Return(s) for: \_\_\_\_\_
- U.S. Estate (and Generation-Skipping Transfer) Tax Return (Form 706)
- State Estate / Inheritance Tax Return(s) for: \_\_\_\_\_
- U.S. Gift (and Generation-Skipping Transfer) Tax Return (Form 709)
- Other: \_\_\_\_\_

This engagement is limited strictly to the tax returns specified above for the tax period ending \_\_\_\_\_, 20\_\_\_\_\_. It does not include ongoing bookkeeping, financial statement compilation, or tax planning services unless otherwise agreed upon in writing.

### 2. CLIENT RESPONSIBILITIES

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1. The Client is responsible for providing all necessary financial records, legal documents (including copies of the Will, Trust Agreement, and death certificates), bank statements, investment valuations, and other information required to accurately prepare the returns.
2. The Client represents that all information provided is accurate, complete, and truthful to the best of their knowledge. The Provider will not audit or otherwise verify the information submitted, and cannot be held responsible for errors resulting from inaccurate or incomplete data.
3. The Client must review the completed tax returns carefully before signing and filing them, or authorizing the Provider to electronically file them.

### 3. PROFESSIONAL FEES AND BILLING

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Fees for the services rendered under this agreement will be determined based on:

\_\_\_\_\_

An initial retainer of \$\_\_\_\_\_ is required prior to the commencement of work. Invoices are due and payable upon receipt. The Provider reserves the right to suspend or terminate services if any invoice remains unpaid for more than \_\_\_\_\_ days.

### 4. CONFIDENTIALITY AND RETENTION

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The Provider will maintain the strict confidentiality of all client information in accordance with professional standards and applicable law. All original documents provided by the Client will be returned upon completion of the engagement. The Provider will retain copies of the prepared tax returns and supporting workpapers for a period of \_\_\_\_\_ years, after which they may be destroyed.

**5. LIMITATION OF LIABILITY**

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The Client agrees that the Provider's liability for any claim, loss, or damage arising out of this engagement shall be limited to the total amount of professional fees paid to the Provider for the services rendered under this agreement.

**6. GOVERNING LAW**

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This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_, without giving effect to any principles of conflicts of law.

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

**PROVIDER:**

**CLIENT / FIDUCIARY:**

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

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

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

Title: \_\_\_\_\_

Title/Capacity: \_\_\_\_\_

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

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