

# Agreement for Tax Preparation Service

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_,

BETWEEN:

\_\_\_\_\_,  
(The "Customer")

**OF THE FIRST PART**

- AND -

Abbey Insurance & Tax Services of 102 Ash St., Bruceston, TN 38317  
(the "Service Administrator")

**OF THE SECOND PART**

## IN CONSIDERATION OF

The matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### Services Provided

The Customer hereby agrees to engage the "Service Administrator" to provide system access for the Customer with services consisting of:

- A. **BASIC PERSONAL TAX PREPARATION SERVICES:** Filing of your 1040 and ALL State forms included. Tax filing information and tax refund deposit information will be supplied to the client via the secure online portal account. It is recommended that the client use the electronic file cabinet service to ensure tax filings are completed on time and are error free as well as secure (client may fax, email or mail documents only with a signed waiver of privacy). We also include a monthly e-newsletter with helpful tax tips over the year.

Additional Services Included:

- a) Direct Deposit of Federal and State refunds where allowed.
- b) No extra charge for additional W2's.
- c) No extra charge for additional 1099's.
- d) No extra charged for form 2106.
- e) No extra charge for EIC form.
- f) No extra charge for any form unless listed on Schedule A.

- g) No Extra charge for web access to document information.
- h) No Extra charge for Electronic filing of individual Federal & State tax returns in states where allowed.
- i) No extra charge for any amended returns when the “Service Administrator has completed the original return.
- j) Any other services as the Customer and the “Service Administrator” may agree upon from time to time (the "Services"), and the “Service Administrator” hereby agrees to provide such Services to the Customer at an additional fee based on the attached fee schedule A or a signed amendment to this agreement for specific services not listed on the Schedule A.
- k) 30 day free look period will be provided from the date of enrollment to cancel this agreement. The written request to cancel must be received by the “Service Administrator” from the Customer before the end of the first 30 days in order to receive a full refund. No tax return will be completed or filed until after the 30 day free look period has expired or receipt of client signed waiver of their 30 right to cancel.

**B. SOLE PROPRIETOR TAX PREPARATION SERVICES:** Filing of your 1040 and ALL State forms included. Tax filing information and tax refund deposit information will be supplied to the client via the secure online portal account. It is required that the client use the electronic filing cabinet service to ensure tax filings are completed on time and are error free as well as secure. We also include a monthly e-newsletter with helpful tax tips.

**Additional Services Included:**

- l) Direct Deposit of Federal and State refunds where allowed.
- m) No extra charge for additional W2's.
- n) No extra charge for additional 1099's.
- o) No extra charge for EIC form.
- p) No extra charged for form 2106.
- q) No extra charge for Schedule C.
- r) No extra charge for Schedule SE.
- s) No extra charge for any form unless listed on Schedule B.
- t) No Extra charge for web access to document information.

- u) No Extra charge for Electronic filing of individual Federal & State tax returns.
- v) No extra charge for any amended returns when the “Service Administrator” has completed the original return.
- w) Any other services as the Customer and the “Service Administrator” may agree upon from time to time (the "Services"), and the “Service Administrator” hereby agrees to provide such Services to the Customer at an additional fee based on the attached fee schedule B or a signed amendment to this agreement for specific services not listed on the Schedule B.
- x) A 30 day free look period will be provided from the date of enrollment to cancel this agreement. The written request to cancel must be received by the “Service Administrator” from the Customer before the end of the first 30 days in order to receive a full refund. No tax return will be completed or filed until after the 30 day free look period has expired or receipt of client signed waiver of their 30 right to cancel.

### **Term of Agreement**

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for 12 months from the date of the Agreement, subject to earlier termination as provided in this agreement. The obligations of the Service Administrator under this Agreement will cease upon the termination of this Agreement.

### **Fees and Compensation**

For the services rendered by the Service Administrator as required by this Agreement, the Customer will pay to the Service Administrator compensation on the following basis for the services provided:

1. BASIC PERSONAL TAX PREPARATION SERVICES: Package fee of \$69.95 for a one time annual payment in full for the current tax year services.
2. SOLE PROPRIETOR TAX PREPARATION SERVICES: Package fee \$99.95 for a one time annual payment in full the current tax year services.

These fees will be payable on a one time annual payment at the time of enrollment for the amount listed in this Agreement for twelve months of electronic file cabinet services, monthly newsletter and current year tax preparation services, Federal and State – when required - either Basic or Sole Proprietor, while this Agreement is in force.

The “Service Administrator” is entitled to deduct from the Customer any applicable deductions and remittances as required by law. Rates on Personal or Sole Proprietor accounts may be increased

with a 60-day written notice from the “Service Administrator” to the address provided on the Customer’s current account.

### **Provision of Extras**

The Customer agrees to provide the following items: Customer will be responsible for completing and submitting the Revenue and Expense form online by the 10<sup>th</sup> of each month for the prior months transactions. Customer has the sole responsibility for the reliability of the information provided to the “Service Administrator” and the accuracy of all documents. Customer is responsible for supplying documentation monthly to the “Service Administrator”, including but not limited to, bank statements, loan and note agreements, and any other pertinent financial information that supports the amounts provided on the monthly income/expense electronic forms which client will upload to their secure web portal secure electronic file cabinet.

### **Confidentiality**

The “Service Administrator” agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the “Service Administrator” has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

### **Ownership of Materials**

All materials developed, produced, or in the process of being so under this agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.

The “Service Administrator” may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this agreement.

### **Return of Property**

Upon the expiry or termination of this Agreement, the “Service Administrator” will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer upon written request by the Customer within 15 days of the request.

### **Assignment**

The “Service Administrator” will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

### **Capacity/Independent Contractor**

It is expressly agreed that the “Service Administrator” is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The “Service Administrator” and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

Customer:

Name:  
Address:  
City, State, and Zip:

Phone:  
Email:

Service Administrator:

Abbey Insurance & Tax Services  
102 Ash St., Bruceton, TN 38317  
800-281-6173  
[abbeymessage@abbeyinsurance.biz](mailto:abbeymessage@abbeyinsurance.biz)

Or to such other address as to which any Party may from time to time notify the other.

**Costs and Legal Expenses**

In the event that legal action is brought to enforce any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or awards, all reasonable legal costs and fees associated with the action.

**Entire Agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Limitation of Liability**

It is understood and agreed that the “Service Administrator” will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the services provided through any approved Service Provider. It is further noted that there is no guarantee of any specific Service Provider to be contracted by the “Service Administrator” to the Customer under this agreement.

### **Limitation of Referring Partners Liability**

All parties agree to indemnify, defend and hold harmless the Referring Partner or Association, its directors, officers, agents, employees, that markets, endorses, or refers Customer to the “Service Administrator”, from any loss, damages or liability, including reasonable attorneys’ fees and costs.

### **Enurement**

This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

### **Currency**

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

### **Titles/Headings**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

### **Governing Law**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Tennessee, without regard to the jurisdiction in which any action or special proceeding may be instituted. All actions, suites, or arbitrations will be conducted in the State of Tennessee.

### **Dispute Resolution**

In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all-outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Tennessee. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Indiana. All arbitrations will be conducted in the State of Tennessee.

### **Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**Retrieval and Copying of Documents**

The “Service Administrator” may charge the Client per copy or record retrieval and copying services fee at the rate of 15¢ per copy or record as needed. There is no fee for retrieval by client of records from their personal electronic file cabinet account.

**IN WITNESS WHEREOF**

The parties have duly executed this Service Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
in the presence of

\_\_\_\_\_

Clients/Name Printed

\_\_\_\_\_

Clients/Signature

“Service Administrator”

Abbey Insurance & Tax Service

\_\_\_\_\_

Service Administrators/Signature

## Schedule A additional service Fee's

- 1) Schedule A - \$25
- 2) Schedule B - \$15
- 3) Schedule D - \$15
- 4) Schedule E - \$25 per property
- 5) Schedule C - \$65 *only applies to Basic Return or client may upgrade to Sole Proprietor annual service fee of \$119.95*
- 6) Schedule SE - \$15 *only applies to Basic Return or client may upgrade to Sole Proprietor annual service fee of \$119.95*
- 7) Prior year amended Federal Return - \*\$25
- 8) Prior year amended State Return - \*\$15

\*These fees only apply to returns NOT previously processed and filed by the "Service Administrator".

## Schedule B Additional Service Fee's

- 1) Schedule A - \$15
- 2) Schedule B - \$15
- 3) Schedule D - \$15
- 4) Schedule E - \$25 per property.
- 5) Prior Year Amended Federal Return - \*\$25
- 6) Prior Year amended State Return - \*\$15

\*These fees only apply to returns not previously processed and filed by the "Service Administrator".