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**DON FITCH ACCOUNTANCY**  
**Certified Public Accountant**  
**IRS EXPLORATORY ENGAGEMENT**

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**This is intended to be a legally binding agreement.**  
**Please read it carefully.**

I, \_\_\_\_\_ ("CLIENT"), do hereby retain Don Fitch Accountancy ("DFA"), to complete an Internal Revenue Service ("IRS") Exploratory.

All communications with Client may be made at:

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Home: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Home Fax: \_\_\_\_\_ Work Fax: \_\_\_\_\_

Primary Email: \_\_\_\_\_ Secondary Email: \_\_\_\_\_

SSN or EIN : \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**I. CONDITIONS.**

**A.** This agreement will not take effect, and DON FITCH ACCOUNTANCY "DFA" will have no obligation to provide professional services until CLIENT returns a signed and initialed copy of this agreement and pays the quoted professional fee. No services shall begin until CLIENT's initial payment (via credit card, check, wire transfer has cleared DFA's bank) as collected funds and this Agreement is accepted by a DFA principal.

\_\_\_\_\_ CLIENT INITIAL(S)

**B.** If CLIENT moves or changes phone numbers, DFA will be notified immediately with their updated contact information.

\_\_\_\_\_ CLIENT INITIAL(S)

**II. SCOPE OF REPRESENTATION**

**A.** DFA is engaged to perform for CLIENT an IRS Exploratory as explained and exemplated on the webpages of the website [www.IrsExploratory.com](http://www.IrsExploratory.com).

\_\_\_\_\_ CLIENT INITIAL(S)



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**B.** This engagement will be based upon IRS Income Information, IRS Transcripts, and CLIENT Provided federal tax returns and information.

\_\_\_\_\_ CLIENT INITIAL(S)

**III. NO COST MANDATORY ARBITRATION**  
**VIA THE BETTER BUSINESS BUREAU**

The CLIENT and "DFA" **agrees in advance to Mandatory Arbitration** via the Better Business Bureau's "Binding Arbitration". DFA and CLIENT agree that at the election of DFA, the arbitration may either be binding or nonbinding. DFA and CLIENT agrees to arbitration relating to any and all claims arising out of this contract including but not limited to professional malpractice, unpaid fees, breach of contract, violations of law, violations of statute, intentional wrongdoing, and all other potential claims. CLIENT further understands that information on arbitration and the arbitration procedures relating to any aspect of the Better Business Bureau's program is available from the Better Business Bureau at their website at <http://www.labbb.org>. In any arbitration arising out of this Agreement, the prevailing party shall NOT be entitled to attorney's fees and/or costs.

\_\_\_\_\_ CLIENT INITIAL(S)

**IV. CLIENT'S DUTIES**

**A.** CLIENT shall respond **promptly and fully** within **ten (10) calendar days** to any and all information and document requests by DFA. If CLIENT fails to respond to DFA's requests for information or documents, then DFA may, in its sole discretion, terminate this current Engagement/Agreement and any future services.

\_\_\_\_\_ CLIENT INITIAL(S)

**B.** CLIENT agrees to be **truthful** with DFA including any representations relating to providing the requisite documents/information (Tax Returns, 1099Misc, W-2's, K-1's, etc).

\_\_\_\_\_ CLIENT INITIAL(S)

**V. DISCLAIMER OF GUARANTEE.**

Nothing in this Agreement and nothing in DFA's statements to CLIENT will be construed as a promise or guarantee about the outcome of the CLIENT's tax issues. DFA makes no such promises or guarantees.

\_\_\_\_\_ CLIENT INITIAL(S)



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**VI. FIXED FEE**

CLIENT agrees that the payment is to be made with this Agreement. The total fee is \$350.00  
\_\_\_\_\_ CLIENT INITIAL(S)

**VII. END OF ENGAGEMENT/REVOCAION**

**A.** CLIENT acknowledges and fully understands that the engagement of DFA ends (Revocation) upon the professional services (IRS Exploratory) being **completed** and the DFA History Report is forwarded to CLIENT. **CLIENT understands all work has stopped and that the engagement is complete.**

\_\_\_\_\_ CLIENT INITIAL(S)

**B.** CLIENT acknowledges and fully understands that the engagement of DFA ends (Revocation) upon receiving a DFA Email indicating a “**End of Engagement - Exploratory**”. **CLIENT understands all work has stopped and that the engagement is complete.**

\_\_\_\_\_ CLIENT INITIAL(S)

**C.** CLIENT acknowledges and fully understands that the engagement of DFA ends (Revocation) when CLIENT fails to respond promptly and fully within **ten (10)** calendar days to provide the requested requisite information. **CLIENT understands all work has stopped and that the engagement is complete.**

\_\_\_\_\_ CLIENT INITIAL(S)

**D.** CLIENT acknowledges and fully understands that the engagement of DFA ends (Revocation) when CLIENT fails to provide current **contact information** (current address, phone numbers, etc.). **CLIENT understands all work has stopped and that the engagement is complete.**

\_\_\_\_\_ CLIENT INITIAL(S)

**E.** Client understands that the engagement ends of DFA (Revocation) upon not timely paying any and all amounts owed to DFA. An invoice stating "**INVOICE #3 - All work has STOPPED. Payment is PAST DUE. Please pay via CREDIT CARD or DIRECT DEPOSIT in the amount of \$XXX - INVOICE #3**" will be sent as the final attempt to collect the balance owed before the account is **forwarded** to a collection agency. **Client understands all work has stopped and forfeits any deposit/refund.**

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**VIII. GENERAL PROVISIONS**

A. This agreement shall be governed by, and construed in accordance with, the laws of the **State of California**.

\_\_\_\_ CLIENT INITIAL(S)

B. If any provision or portion of a provision of this Agreement is held to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and will remain in effect.

\_\_\_\_ CLIENT INITIAL(S)

C. This IRS Exploratory Engagement Agreement contains the entire Agreement of both parties. No other Agreements, statements or promises made on or before the effective date of this agreement will be binding on the parties.

\_\_\_\_ CLIENT INITIAL(S)

D. CLIENT agrees that 3<sup>rd</sup> parties (mortgage companies, etc.) may be provided copies of the IRS Exploratory information.

\_\_\_\_ CLIENT INITIAL(S)

E. CLIENT understands that upon completion (revocation) of this engagement, any additional work requested by CLIENT is considered additional hourly billing to DFA.

\_\_\_\_ CLIENT INITIAL(S)

F. CLIENT agrees that this contract by DFA is in the font size of 12 and is easily readable.

\_\_\_\_ CLIENT INITIAL(S)

G. CLIENT agrees that the proper venue for any action relating to the Agreement shall be in **Riverside County** in the **State of California**.

\_\_\_\_ CLIENT INITIAL(S)

H. CLIENT agrees that in any litigation arising out of this Agreement, the prevailing party shall NOT be entitled to attorney's fees and/or costs.

\_\_\_\_ CLIENT INITIAL(S)

I. This agreement may be modified only by subsequent written agreement of both parties.

\_\_\_\_ CLIENT INITIAL(S)



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**J.** Client and DFA agree that this Agreement may be signed by electronic signature (DocuSign, etc.), and is intended to be legally binding in the same way as if there are physical signatures affixed below.

\_\_\_\_\_ CLIENT INITIAL(S)

**K.** Unless stated in writing, Client has provided only copies of any and all documents provided; thus, DFA will not return any documents to Client (Tax Organizer, W-2's, 1099's, 1098's, etc.).

\_\_\_\_\_ CLIENT INITIAL(S)

**NOTICE TO CLIENT: DO NOT SIGN THIS DFA & CLIENT CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.**

I/We have read and understood the foregoing terms and agree to them. If more than one party signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement. I believe this accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described, please sign.

**CLIENT:**

**DON FITCH ACCOUNTANCY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

(rev 08262014)



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