

## RETAINER AGREEMENT—TAXSHARK LLC

Taxshark LLC  
A.B. Tabakman, Enrolled Agent  
P.O. Box 443  
Marlboro, NY 12542  
P: 845-784-0657  
F: 845-784-4138  
Website: Taxsharkllc.com  
E-Mail: Taxsharkllc@aol.com

This agreement made on \_\_\_\_\_ (date), confirms that, (client name) \_\_\_\_\_ desires to engage the services of Taxshark LLC and A.B. Tabakman, Enrolled Agent, to assist and represent you before the Internal Revenue Service Collection Division, with respect to the outstanding \_\_\_\_\_ (Income, employment, unemployment, corporate, partnership) tax issues.

The hourly rate for professional services is \$300.00 per hour.

You agree to the following terms of engagement and compensation regarding our services:

The initial retainer of \$ \_\_\_\_\_ is a minimum fee to be applied toward our expenses, costs and professional services. "Expenses and costs" shall include, but not be limited to, photocopying, out of area mileage, fax charges, postage and filing fees. Although this retainer is considered earned in full upon receipt, and is **not refundable**, initial fees will be applied against it. When the retainer on hand falls below \$100.00, you will be re-billed for an additional amount reflecting work in process. If we are not paid within ten (10) calendar days of billing, TAXSHARK LLC reserves the right to cease all work and terminate our services.

In the event you fail to communicate with us when requested as regards additional fees as charged by the hourly rate of \$ 300.00 per hour, and this condition continues for more than ten (10) calendar days, TAXSHARK LLC reserves the right to terminate our services and immediately cease work of your case. At that time, the Power of Attorney that TAXSHARK LLC has on file with the Internal Revenue Service will be withdrawn and all work on your case will cease.

You acknowledge that financial statements may have to be submitted to negotiate payment arrangements, Offers In Compromise or other such case resolutions. You agree to promptly supply information to TAXSHARK LLC and make appropriate financial disclosures. Such information and disclosures, when requested from you, will be submitted to TAXSHARK LLC no later than the due date they are requested from you. All financial and other information that is submitted to TAXSHARK LLC shall become the property of TAXSHARK LLC.

Our engagement is limited to administrative hearings and administrative practice before the Internal Revenue Service Collection Division. Our services **do not** include any litigation in any state or federal court. We will review any Federal tax returns in connection with this engagement at our hourly rate. TAXSHARK LLC **does not** prepare any tax returns but may be able to refer you to a qualified tax professional that can.

We agree to take all steps deemed by us to be advisable in any matter, including negotiation, compromise and settlement. You acknowledge that:

- We have made no guarantees of any kind regarding successful mitigation with any of the collection alternatives available.
- We have made no guarantees of any kind regarding negotiations, or installment payment arrangements, or compromises of tax liability.
- We have made no representations regarding the placement of liens or seizure of any real or personal property.
- We have made no representations as to the imposition or release of any jeopardy or termination assessments.

- We have made no guarantees regarding the filing of any tax levies.
- We have made no representations that our services will result in relieving you of any liability for taxes, interest or penalties.
- All expressions relative to the foregoing are matters of our professional opinion only.
- There are no guarantees or warranties, either express or implied by the signing of this document, that TAXSHARK LLC will render the desired outcome after communications with the Internal Revenue Service, as expressed in either initial consultations with you the client, or in subsequent conversations, meetings, emails, text messaging, faxes, etc. with you, the client. TAXSHARK LLC will exercise its due diligence, expertise, knowledge and experience in negotiating your desired resolution with the Internal Revenue Service, but again, makes no guarantees or warranties of same.

In the event an Offer in Compromise is made in order to satisfy any Federal tax liability, you acknowledged that the mere submission of an Offer extends the statute of limitations for the IRS collection of any tax liability by the period during which the offer is pending or the period during which any installment remains unpaid for one year thereafter. You acknowledge, furthermore, that certain other actions such as but not limited to, requesting an Installment Agreement or requesting a Collection Due Process hearing will extend the statute of limitations for the IRS's collection of any tax liability.

In the event your case is being processed by the IRS Compliance Center or Automated Collection Services, you acknowledge that we have informed you IRS personnel at such offices have the authority and ability to enforce collection through issuance of liens & levies virtually without warning.

You understand that there can be a conflict of interest between spouses in connection with jointly filed income tax returns. You understand this conflict and your signatures below acknowledge and certify that you both waive any conflict of interest and that both of you instruct and direct me, the Enrolled Agent, to represent you jointly in connection with the matters which are the subject of this Retainer Agreement.

The signing of this agreement shall indemnify TAXSHARK LLC from any litigation in **any court**, Federal, State, Town & City in the event your tax matter is resolved in a manner not agreeable to you, or if by your failure to provide requested information to TAXSHARK LLC by the due date requested by TAXSHARK LLC, the Internal Revenue Service enforces collection by means of lien, levy, seizure of property or any other such means of enforced collection.

Please feel comfortable bringing any of your concerns about the progress of your case or about our procedures to our attention at any time.

If this agreement accurately summarizes your understanding of our engagement, the completed retainer agreement will be mailed to you for your signature(s). Upon receipt by TAXSHARK LLC of the signed agreement, TAXSHARK LLC will then sign the agreement, and a copy of the fully executed agreement will be sent to you for your records.

\_\_\_\_\_  
TAXSHARK LLC

A.B. TABAKMAN

DATE: \_\_\_/\_\_\_/\_\_\_

DATE: \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
TAXPAYER

DATE: \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
TAXPAYER

DATE: \_\_\_/\_\_\_/\_\_\_