

Tax Maintenance Program Agreement 2022 Tax Year

This Tax Maintenance Program Agreement (“Agreement”) is made and entered into by and among _____ (the “Taxpayer”) and Lexington Financial (the “Company”) and shall be effective as of the Taxpayers signature date of this Agreement (“Effective Date”).

Recitals

- A. Company desires to provide Taxpayer with certain benefits, as shown in Section 1 of this Agreement, for a nominal fee in accordance with Section 3 of this Agreement.
- B. Company desires Taxpayer to participate in this Agreement to aid in reducing Taxpayers’ tax liability.
- C. It is company’s desire to extend the Agreement Participation Benefits shown in section 1 of this Agreement to all individuals who; i. sign this Agreement; ii. are listed and or a party to the Taxpayers 2022 income tax return, except for Taxpayers dependents.

1. Agreement Participation Benefits

- 1.1. The Taxpayer will have access to a tax professional who shall provide the following benefits:
 - 1.1.1. Two (2) phone consultations (up to 30 minutes each) with a tax professional may be scheduled through our appointment desk during the Effective Date period. (Example: Tax Planning for an Employer early retirement package)
 - 1.1.2. W-4 review to ensure Taxpayers’ withholding is correct.
 - 1.1.3. Tax Examination Services in the event Taxpayer is subject to an audit. Company’s tax examination representative will provide this service at no additional expense to Taxpayer for the 2023 tax year. (However, our tax examination service does not include Schedule C, Schedule F, or Field examinations).
 - 1.1.4. IRS notices and correspondence.
 - 1.1.5. FTB notices and correspondence including Head of Household Audit Letter.
 - 1.1.6. Notary Services – Ten (10) notarizations may be scheduled through our appointment desk during the Effective Date period.
 - 1.1.7. One (1) additional copy of tax year 2022 income tax return
- 1.2. The audit fee is for the tax year prepared.
- 1.3. By participating in this Agreement Taxpayer may potentially save up to \$1,064.00 in additional tax service fees.

2. Additional Tax Services:

- 2.1. If Taxpayer choose not to participate in this Agreement, Company’s billable rates for additional tax services will be as follows:
 - 2.1.1. W-4 review - \$105.00
 - 2.1.2. Tax Examination Services - \$735.00 (except Schedule C, Schedule F, Field Audits, and TCMP audits).
 - 2.1.3. Phone consultations - \$130.00
 - 2.1.4. IRS notices and correspondence - \$72.00 - \$95.00 per correspondence
 - 2.1.5. FTB notices and Head of Household audit letter - \$72.00 - \$95.00 per correspondence
 - 2.1.6. Notary Services- \$10.00 per signature
 - 2.1.7. Copy of tax return - \$40.00 per copy

3. Agreement Fee:

- 3.1. The “Agreement Fee” shall be as follows; i. twenty five percent (25%) of the Taxpayers’ tax preparation fee invoiced in the tax year of 2023 for preparing Taxpayers’ 2022 tax return; ii. in the event the calculation shown in section 3.1i of this Agreement is less than one hundred and twenty-five dollars (\$125.00), the Agreement Fee shall be one hundred and twenty-five dollars (\$125.00).

3.2. Taxpayer agrees; i. the Agreement Fee shall be included in the Company's Tax Preparation Invoice ("Invoice"); ii. to Pay Company the Agreement Fee within a reasonable time upon receipt of Company's Invoice.

4. Agreement Termination:

4.1. This Agreement shall terminate effective 4/15/2023 and or upon the execution of a new Tax Maintenance Program Agreement.

5. The W-4 review and phone consultations are for the year during which the fee is paid. The audit fee is for the tax year prepared.

6. Taxpayers' Right to Decline This Agreement:

6.1. Taxpayer may decline to participate in this Agreement by not signing this Agreement. Furthermore, Taxpayer acknowledges, by declining to sign this Agreement, in the event Taxpayer shall request services shown in section 2 of this Agreement, Company shall bill Taxpayer the billable rates in accordance with section 2 of this Agreement.

7. Exclusions from Agreement

7.1. Taxpayer agrees upon signing this Agreement that Company reserves the right to exclude Taxpayer from this Agreement under the following conditions: i. Taxpayer has been audited in the past three years; ii. Taxpayer is determined by Company to be a high audit risk.

7.2. In the event Company excludes Taxpayer from this Agreement, Company shall notify Taxpayer within 5 business days of receiving a copy of the signed Agreement via the Taxpayers email address and or Mailing Address that Company has on file.

8. Sending Signed Agreement to Company

8.1. Taxpayer shall send a copy of the signed Agreement to Company within a reasonable time via the Client Document Portal, Email, Fax, or Mail.

Taxpayer hereby accepts to participate in this Agreement by signing below.

TAXPAYER:

By: _____

Printed Name:

Date: _____

By: _____

Printed Name:

Date: _____