

# R TODD LAYTHAM CPA, LLC

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9393 W 110<sup>th</sup> St Ste 500  
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Phone: 913.437.5743

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## 2025 Tax Return Annual Engagement Agreement

This **Engagement Agreement** represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations, or agreements, written or oral, regarding these services. It shall be binding on the heirs, successors and assigns of you.

The Internal Revenue Service imposes penalties on tax return preparers subject to Circular 230 as well as State licensing authorities, for failure to observe due care in reporting and preparing personal and business income tax returns.

### **Tax Preparer Responsibilities**

This Engagement Agreement is to prepare your 2025, Federal, State(s) & City Tax Returns. I will prepare the returns from the information furnished by you. It is your responsibility to timely provide all the information required for the preparation of complete and accurate returns. Tax preparation fees are based on the type of return, volume of documents and forms needed to prepare the return and possibly the time factor from disorganization.

I am required to obtain a copy of Forms W-2, 1099-R and 1095 before I am allowed to electronically file your return under the rules of IRS Circular 230. I will rely, without further verification, upon information you provide to me from 3<sup>rd</sup> parties including, but not limited to W2s, K1's, 1099's, 1098's and receipts or similar items directly reported to me.

Privacy laws established by the IRS prohibit me from providing confidential information or copies to anyone other than you without your specific, written authorization. To comply with these regulations, I provide all copies of all returns to you in a secure web portal for your own distribution needs.

I do not keep any original client records, so I will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies for at least three (3) years.

### **Taxpayer Responsibilities**

You must report ownership **AND** any activity you have in any Digital Asset. This includes crypto mining, trading, a purchase or sale of any kind and holding any type of account. The use of cryptocurrency to buy or barter any goods or services is considered a taxable event and **EACH** transaction must be reported.

You must report any financial interest, signature authority or ownership in any foreign bank account, securities or other financial account having an aggregate value over \$10,000. This may require filing of the FinCen 114 or Form 8938. In the absence of such information being provided, I will presume that you do not have any foreign assets or financial interests.

**Your initials and signature below indicate acknowledgement of the required documentation and reporting of Digital and Foreign Assets and Account reporting:**      \_\_\_-Taxpayer \_\_\_-Spouse

You should maintain the documentation necessary to support the data used in preparing your tax returns, and the required documents to support charitable contributions for three years from the filing date.

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You have timely filed required Forms W-2 and W-3 with the Social Security Administration and IRS for business employees or home-workers and also any applicable required Forms 1099-NEC/1099-MISC and 1096 for any person not categorized as an employee that has been paid over \$600 in 2025 for business activity.

It is your responsibility to carefully examine and approve your completed tax returns before signing the Form 8879 eFiling Form or mailing the return(s) to the taxing authorities. I am not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.

***I DO NOT automatically file tax extensions for clients.*** You must notify me in writing if you wish me to file an extension, and the notification should include your estimate of any balance due with the extension. Failure to file an extension may make you subject to multiple penalties and interest. If your return is extended it does not mean an extension from paying any tax due on April 15<sup>th</sup>. Failure to pay the tax due or failure to pay quarterly estimated tax payments may make you subject to underpayment penalties and interest.

## **Other Items**

***My fee does not include responding to inquires or examination by taxing authorities or third parties, for which you will be separately billed for time and expenses involved. However, I am available to represent you and my fees for such services are at my standard rates. You agree to immediately notify me upon the receipt of any correspondence from any agency covered by this letter.***

Payments for services provided are due upon receipt and delinquent if not paid within 30 days. You further acknowledge and agree that in the event I stop work or withdraw from this engagement as a result of your failure to provide the required documentation or to pay your invoice, I shall not be liable to you for any penalties, interest or damages that occur as a result of my ceasing to render services. This Engagement Agreement will conclude upon delivery of the completed income tax returns discussed above or upon withdrawal from the engagement as outlined in this paragraph.

Tax preparation services will not begin until receipt of this executed Engagement Agreement. Thank you for the opportunity to be of service. If you have any questions, please contact my office at (913) 437-5743.

Sincerely,



R Todd Laytham CPA  
R Todd Laytham CPA LLC

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(Both spouses must sign for preparation of joint returns.)

I (We) have read the above terms of the Engagement Letter and agree with the terms of this engagement.

\_\_\_\_\_  
Taxpayer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse

\_\_\_\_\_  
Date