



Department of the Treasury
Internal Revenue Service

www.irs.gov

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Form 656

Offer in Compromise

IMPORTANT! THIS BOOKLET CONTAINS INFORMATION THAT YOU NEED IN ORDER TO PREPARE A COMPLETE AND ACCURATE OFFER IN COMPROMISE. *PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE ATTEMPTING TO COMPLETE THE ENCLOSED FORMS.*

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Note: If you have any questions, please call our toll-free number at 1-800-829-1040. You can get forms and publications by calling toll free at 1-800-829-3676 (1-800-TAX-FORM), or by visiting your local Internal Revenue Service (IRS) office or our website at www.irs.gov.

What is an Offer in Compromise?

An Offer in Compromise (OIC) is an agreement between the taxpayer and the government that settles a tax liability for payment of less than the full amount owed.

The Service will generally accept an OIC when it is unlikely that the tax liability can be collected in full and the amount offered reasonably reflects collection potential. An OIC is a legitimate alternative to declaring a case currently not collectible or to a “protracted installment agreement.” The goal is to achieve collection of what is potentially collectible at the earliest possible time and at the least cost to the government.

Note: A “protracted installment agreement” is defined as being one that extends beyond the period allowed under IRS issued guidelines.

The success of the Offer in Compromise program will be assured only if taxpayers make adequate compromise proposals consistent with their ability to pay and the Service makes prompt and reasonable decisions. Taxpayers are expected to provide reasonable documentation to verify their ability to pay. The ultimate goal is a compromise which is in the best interest of **both** the taxpayer and the Service. Acceptance of an adequate offer will also result in creating for the taxpayer an expectation of, and a fresh start toward, compliance with all future filing and payment requirements.

■ **Doubt as to Collectibility.** Doubt exists that you could **ever** pay the full amount of tax owed. Before the IRS can consider a **doubt as to collectibility** offer (*absent special circumstances*), the taxpayer **must not** be able to pay the taxes in full either by liquidating assets or through current installment agreement guidelines. You **must** submit the appropriate collection information statement along with all required supporting documents.

■ **Doubt as to Liability.** This means that doubt exists that the assessed tax is correct. **Do not use this reason if the sole basis for filing an offer is because you are unable to pay the tax liability.** If you do not think that you owe the tax liability, then you may submit an OIC for “**Doubt as to Liability**” (see *Item 6 on Form 656*). You **must** submit a detailed written statement explaining why you believe you do not owe the tax that you want to compromise. You are not required to submit a collection information statement if you are submitting an offer on this basis alone.

■ **Effective Tax Administration (ETA).** This means that the taxpayer **does not have any doubt** that the tax is correct and there is **no doubt** that the full amount of tax owed could be collected, but an exceptional circumstance exists that would allow us to consider your offer. To be eligible for compromise on this basis, you must demonstrate that the collection of the tax would create an economic hardship or would be unfair and inequitable. If you are requesting an ETA offer, you **must** submit:

1. A collection information statement with all appropriate attachments, and
2. A written narrative explaining your special circumstances and why paying the tax liability in full would create an economic hardship or would be unfair and inequitable.

You **must** also attach appropriate documentation that will support your request for an ETA offer such as proof of unusual expenses that would cause you economic hardship if the taxes were collected in full.

The information in this package is designed to assist you in determining if an offer in compromise is the right payment option for you, as well as guide you through the process of completing a complete offer in compromise application package. **Please read and follow the directions carefully!**

Step One: Is Your Offer in Compromise (OIC) "Processable?"

(Note: The three questions below do not apply if your offer is based only on doubt as to liability.)



PLEASE DO NOT GO ANY FURTHER WITHOUT FIRST DETERMINING WHETHER OR NOT YOU ARE ELIGIBLE TO HAVE YOUR OFFER IN COMPROMISE PROCESSED AT THIS TIME.

In order to determine whether or not you are eligible to have your offer in compromise processed, please answer the 3 questions below:

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Do you currently have an open bankruptcy proceeding? You should contact your Bankruptcy Attorney if you are not certain. If you are involved in an open bankruptcy proceeding, contact your local IRS insolvency office. Any resolution of your outstanding tax liabilities generally must take place within the context of your bankruptcy proceeding. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you have any unfiled federal tax returns that you are required to file? You must file all tax returns that you were legally required to file prior to submitting an offer in compromise. This includes but is not limited to:
■ All Income Tax, Employment Tax, and Excise Tax returns, along with all required Partnership, Limited Liability Corporations, or closely held Sub-Chapter S Corporation returns.
If you did not file a return for a specific year prior to submitting your OIC because you were not legally required to file the return, then you must include a detailed explanation of your circumstances with your OIC. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you are a business with employees, have you failed to timely make any required federal tax deposits for the current quarter and the two immediate preceding quarters?
(If you have any <i>untimely federal tax deposits for the above quarters or late filing of returns, then you must answer yes to this question.</i>) | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered YES to any of the questions above, **STOP HERE**. You are **not eligible** to have your offer considered or processed at this time. If you answered NO to all of the questions above, then you **may be eligible** to have your offer considered and processed.

Additional Requirements

- Offer in Compromise Application Fee** — Your offer must include the \$150 application fee or a completed Form 656-A, *Income Certification of Offer in Compromise Application Fee*, if you are requesting an exception of the fee because of your income. Offers received without the \$150 fee or a completed Form 656-A will not be accepted for processing. Please see Step 5 on Page 13 of this package for more information on the application fee and to determine if you qualify for the exception.
 - You **must** use the current versions of Form 656, *Offer in Compromise*, and Form 433-A and Form 433-B, *Collection Information Statements*, which are contained in this package.
 - Individual or Self-Employed taxpayers must use Form 433-A, *Collection Information Statement for Wage Earners and Self-Employed Individuals*.
 - Corporations and other business taxpayers must use Form 433-B, *Collection Information Statement for Businesses*. We may also require Form 433-A from corporate officers or individual partners.
 - Offers received on outdated forms or without the required information statements will not be considered.**

Step Two: What We Need to Fully Evaluate Your Offer

1. COMPLETE AN ACCURATE FORM 656 — Complete all applicable items on Form 656, **which is the official compromise agreement**. You **must** sign Form 656. If someone other than yourself prepared the offer package, then please see the instructions in Step Four, Items 12 and 13, found on Page 11 of this package. If your Form 656 was prepared by an authorized Representative, you **must** include a completed Form 2848, *Power of Attorney and Declaration of Representative*, with your offer. Detailed instructions for the completion of Form 656 are found on Pages 10 and 11 of this package.

Common errors to avoid in completing Form 656:

- The taxpayer's name is missing.
- The street address is missing or incomplete.
- The social security number (SSN) or employer identification number (EIN) is missing, incomplete, or incorrect.
- The preprinted terms and conditions listed on the Form 656 have been altered or deleted.
- An offer amount or payment term is missing.
- A required signature is missing.

2. COMPLETE AN ACCURATE COLLECTION INFORMATION STATEMENT (Form 433-A and/or Form 433-B) — You **must** provide financial information when you submit offers based on doubt as to collectibility and effective tax administration. **We do not require this information if your offer is based solely on doubt as to liability**. You **must** send us current information that reflects your

financial situation for the **three months** immediately prior to the date you submitted your offer in compromise. Collection information statements **must** show all of your assets and income, even those unavailable to us through direct collection action, because you can possibly use them to fund your offer. The offer examiner needs this information to evaluate your offer and may ask you to update it or verify certain financial information. These forms **must** be filled in completely. We may return offer packages that are incomplete. Annotate items that do not apply to you with "N/A." **Provide all the information required to support your financial condition**. Required items of documentation are clearly indicated on the collection information statements with icons.

When only one spouse has a tax liability but both have incomes, only the spouse responsible for the tax debt is required to prepare the necessary collection information statements. The responsible spouse should include **only** his/her assets and liabilities on his/her collection information statements. However, the income and expenses of the entire household is required on their collection information statements. The entire household includes spouse, domestic partner, significant other, children, and others that contribute to the household. This is necessary for the IRS to evaluate the income and expenses allocable to the liable taxpayer.

In States with community property laws, we require collection information statements from both spouses. We may also require financial information on the non-liable spouse, or cohabitant(s), for offer verification purposes, even when community property laws do not apply.

3. RESPOND PROMPTLY TO REQUESTS FOR ADDITIONAL INFORMATION — While we are evaluating your offer, we may contact you for any information that is missing, or requires clarification. Respond promptly to any requests for additional information. **If we do not receive this information from you in a timely manner, we will not give your offer any further consideration. It will be returned to you, and you will forfeit the \$150 application fee.**

4. ESTIMATED TAX PAYMENTS MUST BE UP TO DATE FOR THE CURRENT YEAR — We will not process your offer to completion if we determine that your estimated tax payments for the current year's income tax liability are not paid up to date. If we determine this to be the case, you will have one opportunity to make the required payments before we return your offer. If we return your offer because you did not make the estimated tax payments, then your \$150 application fee will be forfeited.

Step Three: Determining the Amount of Your Offer

Doubt as to Collectibility

Your offer amount must equal or exceed your reasonable collection potential amount. The information provided on the collection information statements (*Form 433-A and Form 433-B*) assists us in determining the reasonable collection potential (*RCP*) of your tax liability. The *RCP* equals the net equity of your assets plus the amount we could collect from your future income.

If our financial analysis indicates that you have the ability to fully pay the tax liability, either immediately or through an installment agreement, unless special circumstances are involved, your offer will not be accepted. You must offer an amount greater than or equal to the *RCP* amount. All offer amounts must exceed zero, including doubt as to liability offers.

If special circumstances cause you to offer an amount less than the *RCP*, you **must** complete Item 9, "Explanation of Circumstances," on Form 656, explaining your situation. You **must** also attach to Form 656 any supporting documents to help support your special circumstances. Special circumstances may include factors such as advanced age, serious illness from which recovery is unlikely, or any other factors that impact upon

your ability to pay the total *RCP* and continue to provide for the necessary living expenses for you and your family.

If you are a wage earner or self-employed individual, completion of the worksheet on Pages 8 and 9 will give you a good estimate of what an acceptable offer amount may be. You will use the information on your Form 433-A to complete the worksheet.

Doubt as to Liability

Complete Item 9, "Explanation of Circumstances," on Form 656, explaining why, in your judgment, you do not owe the tax liability you want to compromise. Offer the correct tax, penalty, and interest owed based on your judgment in Item 7 on Form 656.

Effective Tax Administration (ETA)

Complete Form 433-A or Form 433-B, as appropriate, and attach to Form 656. You **must** complete Item 9, "Explanation of Circumstances," on Form 656, explaining your exceptional circumstances and why requiring payment of the tax liability in full would either create an economic hardship or would be unfair and inequitable. You **must** also attach to Form 656 any documents to help support your exceptional circumstances.

Determine Your Payment Terms

There are three payment plans you and the IRS may agree to:

- **Cash** (*paid in 90 days or less*);
- **Short-Term Deferred Payment** (*more than 90 days, up to 24 months*);
- **Deferred Payment** (*offers with payment terms over the remaining statutory period for collecting the tax*).

Cash Offer

You must pay cash offers within 90 days of a written notice of acceptance.

You should offer the realizable value of your assets plus the total amount we could collect over 48 months of payments (*or the remainder of the ten-year statutory period for collection, whichever is less*).

Note: *We require full payment of accepted doubt as to liability offers at the time of mutual agreement of the corrected liability. If you're unable to pay the corrected amount, you must also request compromise on the basis of doubt as to collectibility.*

Short-Term Deferred Payment Offer

This payment plan requires you to pay the offer within two years of acceptance.

The offer must include the realizable value of your assets plus the amount we could collect over 60 months of payments (*or the remainder of the ten-year statutory period for collection, whichever is less*).

You can pay the short-term deferred payment plan in three ways:

Plan One

- Full payment of the realizable value of your assets within 90 days from the date we accept your offer, and
- Payment within two years of acceptance of the amount we could collect over 60 months (*future income*) or the remaining life of the collection statute, whichever is less.

Plan Two

- Cash payment for a portion of the realizable value of your assets within 90 days from the date we accept your offer, and
- The balance of the realizable value plus the amount we could collect over 60 months (*future income*) or the remaining life of the collection statute, whichever is less, within two years of acceptance.

Plan Three

- The entire offer amount in monthly payments extending over a period not to exceed two years from date of acceptance (*e.g., four payments within 120 days of acceptance*).

For example, on a short-term deferred payment total offer of \$16,000, you might propose to pay your realizable value of assets (*e.g., \$13,000*) within 90 days of acceptance and the amount of your future income (*e.g., \$50 per month for 60 months, or \$3,000*) over 6 monthly payments of \$500 each, beginning the first month after acceptance.

We may file a Notice of Federal Tax Lien on tax liabilities compromised under short-term payment offers.

Deferred Payment Offer

This payment plan requires you to pay the offer amount over the remaining statutory period for collecting the tax.

The offer must include the realizable value of your assets plus the amount we could collect through monthly payments during the remaining life of the collection statute.

- Using the worksheet on Pages 8 and 9, multiply the amount from Item 12, Box O, by the number of months remaining on the collection statute. Add that amount to Item 11, Box N, and use the total as the basis for your offer amount in Item 7 of Form 656.

You can pay the deferred payment plan in three ways:

Plan One

- Full payment of the realizable value of your assets within 90 days from the date we accept your offer, and
- Your “future income” in monthly payments during the remaining life of the collection statute

Plan Two

- Cash payment for a portion of the realizable value of your assets within 90 days from the date we accept your offer, and
- Monthly payments during the remaining life of the collection statute for both the balance of the realizable value and your future income

Plan Three

- The entire offer amount in monthly payments over the life of the collection statute

For example, on a deferred payment offer with 7 years (*84 months*) remaining on the statutory period for collection and a total offer of \$25,000, you might propose to pay your realizable value of assets (*e.g., \$10,000*) within 90 days and your future income (*e.g., \$179 per month for 7 years, or \$15,000*) in 84 monthly installments of \$179. Alternately, you could also pay the same total \$25,000 offer in 84 monthly installments of \$298.

Just as with short-term deferred payment offers, we may file a Notice of Federal Tax Lien on tax liabilities compromised under Deferred Payment Offers.

Note: The worksheet on Pages 8 and 9 instructs wage earners and self-employed individuals how to figure the appropriate amount for a Cash, Short-Term Deferred Payment, or Deferred Payment Offer.

Offer in Compromise Worksheet

Please see Pages 8 and 9.

Funding Your Offer

If you do not have the cash to pay your offer amount immediately, you should begin the process of exploring options to finance your offer amount. Options you may want to consider include liquidating assets, obtaining a loan from a lending institution, borrowing on your home equity through a second mortgage or reverse mortgage, or borrowing funds from family members or friends.

Worksheet to Calculate an Offer Amount

For use by Wage Earners and Self-Employed Individuals.

Keep this worksheet for your records.
Do not send to IRS.

Use this Worksheet to calculate an offer amount using information from Form 433-A.

1. Enter total checking accounts from Item 11c	A
2. Enter total other accounts from Item 12c	B
	If less than 0 , enter 0
3. Enter total investments from Item 13d	C
4. Enter total cash on hand from Item 14a	D
5. Enter life insurance cash value from Item 16f	E
6. Enter total accounts/notes receivable from Item 23m	F
Subtotal	Add boxes A through F = G

7. Purchased Automobiles, Trucks, and Other Licensed Assets

	Enter current value for each asset		Enter loan balance for each asset	Individual asset value (if less than 0 , enter 0)
From line 18a	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 18b	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 18c	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
Subtotal				H

8. Real Estate

	Enter current value for each asset		Enter loan balance for each asset	Individual asset value (if less than 0 , enter 0)
From line 20a	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 20b	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
Subtotal				I

9. Personal Assets

	Enter current value for each asset		Enter loan balance for each asset	Individual asset value (if less than 0 , enter 0)
From line 21b	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 21c	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 21d	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 21e	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
Subtotal				J
From line 21a	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
Subtotal				K
		Subtract	—\$ 7040.00	
Subtotal				K

10. Business Assets

	Enter current value for each asset		Enter loan balance for each asset	Individual asset value (if less than 0 , enter 0)
From line 22b	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 22c	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 22d	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
From line 22e	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
Subtotal				L
From line 22a	\$ _____ x .8 = \$ _____	—\$ _____	= _____	
Subtotal				M
		Subtract	—\$ 3520.00	
Subtotal				M

11. Add amounts in Boxes G through M to obtain your total equity and assets =

12. Enter amount from Item 34 \$ _____
 Enter amount from Item 45 and subtract — \$ _____
 Net Difference =

If Box O is 0 or less, STOP. Use the amount from Box N and to base your offer amount in Item 7 of Form 656. **Your offer amount must equal or exceed (*) the amount shown in Box N.**

This amount would be available to pay monthly on your tax liability.

13a.

If you will pay the offer amount in 90 days or less (i.e., cash offer):

Enter amount from Box O \$ _____

Multiply by **x 48**
 (or the number of months remaining on the ten-year statutory period for collection, whichever is less)

Enter amount from Box N	+	<input type="text" value="P"/>
Add amounts in Box P and Box Q	=	<input type="text" value="R"/>

Use the amount from Box R to base your offer amount in Item 7 of Form 656.
Note: Your offer amount must equal or exceed (*) the amount shown in Box R.

13b.

If you will pay the offer amount in more than 90 days but less than 2 years (i.e., short-term deferred payment offer):

Enter amount from Box O \$ _____

Multiply by **x 60**
 (or the number of months remaining on the ten-year statutory period for collection, whichever is less)

Enter amount from Box N	+	<input type="text" value="S"/>
Add amounts in Box S and Box T	=	<input type="text" value="U"/>

Use the amount from Box U to base your offer amount in Item 7 of Form 656.
Note: Your offer amount must equal or exceed (*) the amount shown in Box U.

Note: Do not compute your offer amount using 13a or 13b if your statute expiration date(s) is less than 5 years from the date of your offer. Instead, refer to page 5 under Deferred Payment Offer options 1 through 3.

* Unless you are submitting an offer under effective tax administration or doubt as to collectibility with special circumstances considerations, as described on page 4.

Step Four: Completing Form 656, Offer in Compromise

We have included two *Offer in Compromise* forms. Use one form to submit your *Offer in Compromise*. You may use the other form as a worksheet and retain it for your personal records.

Note: If you have any questions about completing this form, you may call toll free at 1-800-829-1040 or visit your local IRS office or our website at www.irs.gov. We may return your offer if you don't follow these instructions.

<p>Item 1:</p>	<p>Enter your name and home or business street address. Show both names on a joint offer for joint liabilities. You also should include a mailing address if it is different from your street address.</p> <p>If you owe a liability —</p> <p>Jointly with another person and both of you agree to submit an offer, send only one Form 656, <i>Offer in Compromise</i>, and one \$150 application fee (or Form 656-A, if applicable).</p> <p>By yourself (such as employment taxes), and other liabilities with another</p>	<p>person (such as income taxes), but onlyA you are submitting an offer, then list all tax liabilities on one Form 656 and submit one \$150 application fee (or Form 656-A, if applicable).</p> <p>By yourself and another one jointly, and both of you submit an offer, then you must show all tax liabilities on your Form 656 and submit one \$150 application fee (or Form 656-A, if applicable). The other person should show only the joint tax liability on their Form 656 and submit one \$150 application fee (or Form 656-A, if applicable).</p>
<p>Item 2:</p>	<p>Enter the social security number(s) for the person(s) submitting the offer. For example, enter the social security number of both spouses when</p>	<p>submitting a joint offer for a joint tax liability. However, when only one spouse submits an offer, enter only that spouse's social security number.</p>
<p>Item 3:</p>	<p>Enter the employer identification number for offers from businesses.</p>	
<p>Item 4:</p>	<p>Show the employer identification numbers for all other businesses (excluding corporate entities) that you</p>	<p>own or in which you have an ownership interest.</p>
<p>Item 5:</p>	<p>Identify your tax liability and enter the tax year or period. Letters and notices from us and Notices of Federal Tax Lien show</p>	<p>the tax periods for trust fund recovery penalties.</p>
<p>Item 6:</p>	<p>Check the appropriate box(es) describing the basis for your offer.</p> <p>Doubt as to Liability offers require a statement describing in detail why you think you do not owe the liability. Complete Item 9, "Explanation of Circumstances," explaining your situation.</p>	<p>Doubt as to Collectibility offers require you to complete a Form 433-A, <i>Collection Information Statement for Wage Earners and Self-Employed Individuals</i>, if you are an individual taxpayer, or a Form 433-B, <i>Collection Information Statement for Businesses</i>, if you are a corporation or other business taxpayer.</p>

Note: Attach to the upper left corner of Form 656 the six (6) pages of the collection information statement(s) and all related documents before you send it to us.

Item 6 (cont'd):	Effective Tax Administration offers require you to complete a Form 433-A, <i>Collection Information Statement for Wage Earners and Self-Employed Individuals</i> , if you are an individual	taxpayer, or a Form 433-B, <i>Collection Information Statement for Businesses</i> , if you are a corporation or other business taxpayer. Complete Item 9, "Explanation of Circumstances."
Item 7:	Enter the total amount of your offer (see Page 5, "Determining the Amount of Your Offer"). Your offer amount cannot include a refund we owe you or amounts you have already paid.	Check the appropriate payment box (<i>cash, short-term deferred payment or deferred payment</i> — see Page 6, "Determine Your Payment Terms") and describe your payment plan in the spaces provided.
Item 8:	It is important that you understand the requirements listed in this section. Pay particular attention to Items 8(d)	and 8(g), as they address the future compliance provision and refunds.
Item 9:	Explain your reason(s) for submitting your offer in the "Explanation of Circumstances." You may attach	additional sheets if necessary. Include your name and SSN or EIN on all attachments.
Item 10:	Explain where you will get the funds to pay the amount you are offering.	
Item 11:	11(a) and 11(b) Signature of Taxpayer. All persons submitting the offer must sign and date Form 656. Include titles of	authorized corporate officers, executors, trustees, Powers of Attorney, etc., where applicable.
Item 12:	If someone other than the taxpayer prepared this Offer in Compromise, the	taxpayer should insert their name and address (<i>if known</i>) in Item 12.
Item 13:	Paid Preparer's Use Only. Self explanatory.	Please see the "Privacy Act Notice" on Page 13.
Item 14:	If you want to allow the IRS to discuss your Offer in Compromise with a friend, family member, or any other person, including an individual you paid to prepare this form, check the "Yes" box in Item 14, "Third Party Designee," on your Form 656. Also enter the designee's name and phone number. Checking the "Yes" box allows the IRS to contact another person and discuss with that person any additional information	the IRS needs to process your offer. This additional information may include information about tax liabilities you failed to list in Item 5 on your Form 656 or returns you have failed to file. If your contact person is an attorney, CPA, or enrolled agent and you wish to have them represent you regarding this offer, a Form 2848, <i>Power of Attorney and Declaration of Representative</i> , should be completed and submitted with your offer.

Note: Staple in the upper left corner the four (4) pages of Form 656 before you send it to us.

Privacy Act Notice

We ask for the information on this form to carry out the internal revenue laws of the United States. Our authority to request this information is section 7801. Our purpose for requesting the information is to determine if it is in the best interests of the IRS to accept an offer in compromise. You are not required to make an offer in compromise; however, if you choose to do so, you must provide all of the taxpayer information requested. Failure to provide all of the information may prevent us from processing your request. If you are a paid preparer and you prepared the Form 656 for the taxpayer submitting an offer, we request that you complete and sign Item 13 on Form 656, and provide identifying information. Providing this information is voluntary. This information will be used to administer and enforce the internal revenue laws of the United States and may be used to regulate practice before the Internal Revenue Service for those persons subject to Treasury Department Circular No. 230, *Regulations Governing the Practice of Attorneys, Certified Public Accountants, Enrolled Agents, Enrolled Actuaries, and Appraisers before the Internal Revenue Service*. Information on this form may be disclosed to the Department of Justice for civil and criminal litigation. We may also disclose this information to cities, states, and the District of Columbia for use in administering their tax laws, and to Federal and state agencies to enforce nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. However, legislation is pending that would reinstate this authority. Providing false or fraudulent information on this form may subject you to criminal prosecution and penalties.

Step Five: Offer in Compromise (OIC) Application Fee

What is an Offer in Compromised Application Fee?	When you submit an offer in compromise (OIC), the Internal Revenue Service expends resources evaluating your individual financial condition. The OIC	application fee allows the Internal Revenue Service to recover a portion of the cost of processing your OIC.
How much is the fee?	The application fee is \$150 for each Form 656 submitted. Do not send cash. Please pay either by check or money order and make payable to the	“United States Treasury.” (See <i>Offer in Compromise (OIC) Application Fee Worksheet.</i>)
When is the fee due?	The application fee of \$150 is due at the time you submit your OIC for consideration.	
Do all OICs require this fee?	You must remit the application fee along with your Form 656, <i>Offer in Compromise</i> , unless: (1) Your OIC is based solely on doubt as to liability (see <i>Page 1 of this Offer in Compromise package</i>), or (2) You certify that your total monthly income is at or below levels based on the poverty guidelines established by the	U.S. Department of Health and Human Services. (See <i>Offer in Compromise (OIC) Application Fee Worksheet.</i>) The exception for taxpayers with incomes below these levels only applies to individuals; it does not apply to other entities such as corporations or partnerships.
How do I determine if I qualify for the exception?	To determine if you qualify for the exception, please complete the attached Offer in Compromise (OIC) Application Fee Worksheet.	
Is the application fee ever refunded?	If the Internal Revenue Service accepts your OIC based on effective tax administration or special circumstances (see <i>Pages 1 and 5, respectively, in this Offer in Compromise package</i>), the fee will be applied against the amount of the offer, or refunded to you if you	request. In addition, if your offer is determined to be not processable as described on Page 2 of this Offer in Compromise package, then your \$150 application fee will be returned to you along with your offer.
What happens if I do not submit the application fee with my OIC Form 656?	Except for the two situations described above under “Do all OICs require this fee?” any OIC submitted without the	fee will be returned to you without further consideration.
Where do I call if I have additional questions about OICs and the application fee?	If you have additional questions about an OIC or about the application fee, please call toll free at 1-800-829-1040 or visit our website at www.irs.gov .	

Step Six: Where You Need to Send Your Offer

Where to Filed

IF YOU RESIDE IN

The states of Alaska, Alabama, Arizona, California, Colorado, Hawaii, Idaho, Kentucky, Louisiana, Mississippi, Montana, Nevada, New Mexico, Oregon, Tennessee, Texas, Utah, Washington, Wisconsin or Wyoming,

AND

You are a wage earner, retiree, or a self-employed individual without employees,

THEN MAIL

Form 656 and attachments to:

Memphis Internal Revenue Service
Center COIC Unit
PO Box 30803, AMCo
Memphis, TN 38130-0803

AND

You are **OTHER** than a wage earner, retiree, or a self-employed individual without employees,

THEN MAIL

Form 656 and attachments to:

Memphis Internal Revenue Service
Center COIC Unit
PO Box 30804, AMCo
Memphis, TN 38130-0804

IF YOU RESIDE IN

Arkansas, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Vermont, Virginia, West Virginia or have a foreign address,

AND

You are a wage earner, retiree, or a self-employed individual without employees,

THEN MAIL

Form 656 and attachments to:

Brookhaven Internal Revenue Service
Center COIC Unit
PO Box 9007o
Holtsville, NY 11742-9007

AND

You are **OTHER** than a wage earner, retiree, or a self-employed individual without employees,

THEN MAIL

Form 656 and attachments to:

Brookhaven Internal Revenue Service
Center COIC Unit
PO Box 9008o
Holtsville, NY 11742-9008

Step Seven: What to Expect after the IRS Receives Your Offer

<p>How We Consider Your Offer</p>	<p>An offer examiner will evaluate your offer and may request additional documentation from you to verify financial or other information you provide. The examiner will then make a recommendation to accept or reject the offer. The examiner may also</p>	<p>return your offer if you don't provide the requested information.</p> <p>The examiner may decide that a larger offer amount is necessary to justify acceptance. You will have the opportunity to amend your offer.</p>
<p>Additional Agreements</p>	<p>When you submit certain offers, we may also request that you sign an additional agreement requiring you to:</p>	<ul style="list-style-type: none"> ■ Pay a percentage of your future earnings. ■ Waive certain present or future tax benefits.
<p>Withholding and Collection Activities</p>	<p>There are certain circumstances where we will withhold collection activities while we consider your offer. We will not act to collect the tax liability:</p> <ul style="list-style-type: none"> ■ While we investigate and evaluate your offer. ■ For 30 days after we reject an offer. ■ While you appeal an offer rejection. ■ However, a Notice of Federal Tax Lien may be filed at any time while your offer is being considered. 	<p>The above do not apply if we find any indication that you submitted your offer to delay collection or cause a delay which will jeopardize our ability to collect the tax.</p> <p>If you currently have an installment agreement when you submit an offer, you must continue making the agreed upon monthly payments while we consider your offer.</p>
<p>If We Accept Your Offer</p>	<p>If we accept your offer, we will notify you by mail. When you receive your acceptance letter, you must:</p> <ul style="list-style-type: none"> ■ Promptly pay any unpaid amounts that become due under the terms of the offer agreement. You must comply with the payment terms specified in the agreement in a timely manner or your offer and agreement will be in default. ■ Comply with all the terms and conditions of the offer, along with those of any additional agreement. ■ Promptly notify us of any change of address until you meet the conditions of your offer. Your acceptance letter will indicate the IRS office to contact if your address changes. Your notification allows us to contact you immediately regarding the status of your offer. <p>We will release all Notices of Federal Tax Lien when you satisfy the payment terms of the offered amount. For an immediate</p>	<p>release of a lien, you can submit certified funds with a request letter to the address on the acceptance letter.</p> <p>Once your offer is accepted, not filing returns or paying taxes when due could result in the default of an accepted offer (see <i>Item 8(d) of Form 656 for the future compliance provision</i>). If you default your agreement, we will reinstate the unpaid amount of the original tax liability, file a Notice of Federal Tax Lien on any tax liability without a filed notice, and resume collection activities. The future compliance provision applies to offers based on doubt as to collectibility. In certain cases, the future compliance provision may apply to offers based on effective tax administration.</p> <p>We will not default your offer agreement when you have filed a joint offer with your spouse or ex-spouse as long as you have kept or are keeping all the terms of the agreement, even if your spouse or ex-spouse violates the future compliance provision.</p>

Except for offers based on **doubt as to liability**, the offer agreement requires you to forego certain refunds, and to return those refunds to us if they are issued to you by mistake. These conditions are also listed on Form 656, Items 8(g) and 8(h). For example,

if your offer was accepted by the IRS in the tax year 2004, the IRS would keep the refund due to you with respect to the tax year 2004, which you would normally receive in calendar year 2005 (*because the due date for filing the tax year 2004 is April 15, 2005*).

If We Reject Your Offer⁹

We'll notify you by mail if we reject your offer. In our letter, we will explain our reason for the rejection. We will also keep your \$150 application fee. If your offer is rejected, you have the right to:

- Appeal our decision to the Office of Appeals within thirty days from the date of our letter. The letter will include detailed instructions on how to appeal the rejection.

- Submit another offer with another application fee. You must increase an offer we've rejected as being too low when your financial situation remains unchanged. However, you must provide updated financial information when your financial situation has changed or when the original offer is more than six months old.

Step Eight: Offer in Compromise (OIC) Summary Checklist

Below is a checklist of items that you should review and complete prior to submitting your Form 656, *Offer in Compromise*. This checklist is solely for your benefit, so do not submit with your offer.

- Did you answer YES to any of the three questions on Page 2? If you did, then please do not submit Form 656 because you are not eligible to have your offer considered at this time.
- Have you properly completed Form 656, *Offer in Compromise*, by following the instructions on Pages 10 and 11?
- The preprinted terms and conditions listed on Form 656 have not changed.
- Are you using the most current versions of Form 656, Form 433-A, and Form 433-B as instructed on Page 2.
- You included your name (*or names, if joint*).
- You included your social security number (SSN) or employer identification number (EIN) and it is accurate.
- You included an offer amount (*the amount must be greater than/zero*) or payment term.
- You signed the Form 656. If this is a joint Form 656, both spouses must sign Form 656.
- You either attached the application fee in the designated area on the Form 656 or attached the Form 656-A certification, whichever is applicable.** If you attached Form 656-A, then you **must** complete the Offer in Compromise (OIC)/ Application Fee Worksheet.
- If your offer is based on **doubt as to collectibility**, you included complete financial information (*Form 433-A or Form 433-B, or both*) and all attachments.
- You signed or initialed in all required places on Form 433-A and/or Form 433-B.
- Your offer amount is greater than or equal to the reasonable collection potential (RCP) as described on Page 5 and calculated on Page 9.
- If applicable, are Items 12 and 14, on Form 656 completed?
- If applicable, is Item 13 on Form 656 completed and **signed**?
- Have you properly identified where to file your Form 656 from the instructions on Page 14?

If you have any questions, please call our toll-free number at 1-800-829-1040. You can get forms and publications by calling toll free at 1-800-829-3676 (1-800-TAX-FORM), or by visiting your local Internal Revenue Service (IRS) office or our website at www.irs.gov.

Important Information Regarding the Offer in Compromise (*OIC*)

Statute of Limitations for Collection is Suspended — The statute of limitations for collection of a tax debt is suspended while an OIC is “pending,” or being reviewed. The Offer in Compromise is pending starting with the date an authorized IRS employee determines the Form 656, *Offer in Compromise*, can be processed and signs the Form 656. The OIC remains pending until an authorized IRS employee accepts, rejects, returns, or acknowledges withdrawal of the offer in writing. If a taxpayer appeals an OIC that was rejected, the IRS will continue to treat the OIC as pending until the Appeals Office accepts or rejects the OIC in writing.

Taxpayers Must File and Pay Taxes — In order to avoid defaulting an OIC once it is accepted by the IRS, taxpayers must remain in compliance in the filing and payment of all required taxes for a period of five years, or until the offered amount is paid in full, whichever is longer. Failure to comply with these conditions will result in the default of the OIC and the reinstatement of the tax liability.

Federal Tax Liens Are Not Released — If there is a Notice of Federal Tax Lien on record prior to the OIC being submitted, the lien is not released until the terms of the offer in compromise are satisfied, or until the liability is paid, whichever comes first. The IRS generally files a Notice of Federal Tax Lien to protect the Government’s interest on deferred payment offers. This tax lien will be released when the payment terms of the offer agreement have been satisfied.

Effect of the Offer on the Taxpayer’s Refund — The IRS will keep any refund, including interest due to the taxpayer because of overpayment of any tax or other liability, for tax periods extending through the calendar year that the IRS accepts the offer. The taxpayer may not designate an overpayment ordinarily subject to refund, to which the IRS is entitled, to be applied to estimated tax payments for the following year. This condition does not apply if the offer is based on **doubt as to liability**.

Effect of the Offer on Installment Agreements and Levies — The IRS will keep all payments and credits made, received or applied to the total original tax liability before submission of this offer. The IRS may keep any proceeds from a levy served prior to submission of the offer, but not received at the time the offer is submitted. The taxpayer understands that if they had an installment agreement prior to submitting the offer, he/she must continue to make the payments as agreed while this offer is pending. Installment agreement payments will not be applied against the amount offered.

Public Inspection Files for Accepted Offer in Compromise Files — The law requires IRS to make certain information from accepted Offers in Compromise available for public inspection and review. These public inspection files are located in your local IRS Territory Office. It is important to know that certain information regarding your accepted Offer in Compromise may be publicly known.

Taxpayer Advocate Services — If at anytime you feel that you need help in resolving a tax problem that has not been resolved through normal channels or you are experiencing significant hardship, then you may contact our Taxpayer Advocate Service (*TAS*). To find more information on *TAS* or to locate your local *TAS* office, call the nationwide *TAS* toll-free number 1-877-777-4778, or visit our website at www.irs.gov.

Low Income Taxpayer Clinic (*LITC*) — In addition, each taxpayer has a right to representation but not everyone can afford representation. The Low Income Taxpayer Clinic (*LITC*) was developed to represent low income taxpayers before the IRS for free or for a minimal charge. You can learn about *LITC* by going to our website at www.irs.gov and click on Taxpayer Advocate Services, or you can call the nationwide *TAS* toll-free number 1-877-777-4778.

Terms and Definitions

An understanding of the following terms and conditions will help you to prepare offers based upon **doubt as to collectibility or effective tax administration**.

Current Value — The amount you could reasonably expect from the sale of an asset today. Provide an accurate valuation of each asset. Determine value from realtors, used car dealers, publications, furniture dealers, or other experts on specific types of assets. Please include a copy of any written estimate with your Collection Information Statement.

Expenses Not Generally Allowed — We typically do not allow you to claim tuition for private schools, public or private college expenses, charitable contributions, voluntary retirement contributions, payments on unsecured debts such as credit card bills, cable television charges and other similar expenses as necessary living expenses. However, we can allow these expenses when you can prove that they are necessary for the health and welfare of you or your family or for the production of income.

Future Income — We generally determine the amount we could collect from your future income by subtracting necessary living expenses from your monthly income over a set number of months. For a cash offer, you must offer what you could pay in monthly payments over forty-eight months (*or the remainder of the ten-year statutory period for collection, whichever is less*). For a short-term deferred offer, you must offer what you could pay in monthly payments over sixty months (*or the remainder of the statutory period for collection, whichever is less*). For a deferred payment offer, you must offer what you could pay in monthly payments during the remaining time we could legally receive payments.

Necessary Expenses — The allowable payments you make to support you and your family's health and welfare and/or the production of income. This expense allowance does not apply to business entities. Publication 1854, *How to Prepare a Collection Information Statement (Form 433-A)*, explains the National Standard Expenses and gives the allowable amounts. We derive these amounts from the Bureau of Labor Statistics (*BLS*) Consumer Expenditure Survey. We also use information from the Bureau of the Census to determine local expenses for housing, utilities, and transportation.

Note: *If the IRS determines that the facts and circumstances of your situation indicate that using the scheduled allowance of necessary expenses is inadequate, we will allow you an adequate means for providing basic living expenses. However, you must provide documentation that supports a determination that using national and local expense standards leaves you an inadequate means of providing for basic living expenses.*

Quick Sale Value (QSV) — The amount you could reasonably expect from the sale of an asset if you sold it quickly, typically in ninety days or less. This amount generally is less than current value, but may be equal to or higher, based on local circumstances.

Realizable Value — The quick sale value amount minus what you owe to a secured creditor. The creditor must have priority over a filed Notice of Federal Tax Lien before we allow a subtraction from the asset's value.

Reasonable Collection Potential (RCP) — The total realizable value of your assets plus your future income. The total is generally your minimum offer amount.



Form 656n Offer in Compromise

IRS RECEIVED DATE o

Department of the Treasury
Internal Revenue Service

www.irs.gov

Form 656 (Rev. 7-2004)q
Catalog Number 16728Nq

**Attacho
Applicationo
Fee (check or
money order)
here.o**

Item 1 — Taxpayer's Name and Home or Business Street Addresso

Nameq
Nameq
Street Addressq
Cityq Stateq ZIP Codeq

Mailing Address (if different from above)l

Street Addressq
Cityq Stateq ZIP Codeq

DATE RETURNEDo

Item 2 — Social Security Numberso

- (a) Primaryq
- (b) Secondaryq

Item 3 — Employer Identification Number (included in offer)l

Item 4 — Other Employer Identification Numbers (not included in offer)l

_____q
_____q

Item 5 — To: Commissioner of Internal Revenue Serviceo

I/We (includes all types of taxpayers) submit this offer toq compromise the tax liabilities plus any interest, penalties, additionsq to tax, and additional amounts required by law (tax liability) for theq tax type and period marked below: (Please mark an "X" in the boxq for the correct description and fill-in the correct tax period(s),q adding additional periods if needed).q

- 1040/1120 Income Tax — Year(s)q _____q
- 941 Employer's Quarterly Federal Tax Return — Quarterlyq period(s)q _____q
- 940 Employer's Annual Federal Unemployment (FUTA) Taxo Return — Year(s)q _____q
- Trust Fund Recovery Penalty as a responsible person ofq (enter corporation name)q _____q
for failure to pay withholding and Federal Insuranceq Contributions Act Taxes (Social Security taxes), for period(s)q endingq _____q
- Other Federal Tax(es) [specify type(s) and period(s)]q _____q

Note: If you need more space, use another sheet entitled "Attachment to Form 656 Dated _____." Sign and date the attachment following the listing of the tax periods.

Item 6 — I/We submit this offer for the reason(s) checked below:o

- Doubt as to Liability** — "I do not believe I owe this tax."q You must include a detailed explanation of the reason(s) whyq you believe you do not owe the tax in Item 9.q
- Doubt as to Collectibility** — "I have insufficient assets andq income to pay the full amount." You must include a completeq Collection Information Statement, Form 433-A and/or Form 433-B.q
- Effective Tax Administration** — "I owe this amount and haveq sufficient assets to pay the full amount, but due to my exceptionaq circumstances, requiring full payment would cause an economicq hardship or would be unfair and inequitable." You must include aq complete Collection Information Statement, Form 433-A and/orq Form 433B and complete Item 9.q

Item 7n

I/We offer to pay \$q _____q (must be more than zero).q Complete item 10 to explain where you will obtain the funds to makeq this offer.q

Check **only** one of the following:q

- Cash Offer (Offered amount will be paid in 90 days or less.)o**
Balance to be paid in: 10, 30, 60, or 90 days from writtenq notice of acceptance of the offer.q
- Short-Term Deferred Payment Offer (Offered amount paid ino MORE than 90 days but within 24 months from written noticeo f acceptance of the offer.)o**
\$ _____ within _____ days (not more than 90q — See Instructions Section, **Determine Your Payment Terms**)q from written notice of acceptance of the offer; and/orq beginning in the _____ month after written notice of acceptanceq of the offer \$ _____ on the q _____ day of eachq month for a total of _____ months. (Cannot extend more thanq 24 months from written notice of acceptance of the offer.)q
- Deferred Payment Offer (Offered amount will be paid overo the remaining life of the collection statute.)o**
\$ _____ within _____ days (not more thanq 90 — See Instructions Section, **Determine Your Payment Terms**)q from written notice of acceptance of the offer; andq beginning on the first month after written notice of acceptance ofq the offer \$ _____ on the _____ day of eachq month for a total of _____ months.q

Item 8 — By submitting this offer, I/we have read, understand and agree to the following conditions:

- (a) I/We voluntarily submit all payments made on this offer.
- (b) The IRS will apply payments made under the terms of this offer in the best interest of the government.
- (c) If the IRS rejects or returns the offer or I/we withdraw the offer, the IRS will return any amount paid with the offer. However, I/we understand the application fee will be kept by the IRS. If I/we agree in writing, IRS will apply the amount paid with the offer to the amount owed. If I/we agree to apply the payment, the date the IRS received the offer remittance will be considered the date of payment. I/We understand that the IRS will not pay interest on any amount I/we submit with the offer.
- (d) **I/We will comply with all provisions of the Internal Revenue Code relating to filing my/our returns and paying my/our required taxes for 5 years or until the offered amount is paid in full, whichever is longer. In the case of a jointly submitted offer to compromise joint tax liabilities, I/we understand that default with respect to the compliance provisions described in this paragraph by one party to this agreement will not result in the default of the entire agreement. The default provisions described in Item 8(n) of this agreement will be applied only to the party failing to comply with the requirements of this paragraph. This provision does not apply to offers based on Doubt as to Liability.**
- (e) I/We waive and agree to the suspension of any statutory periods of limitation (time limits provided for by law) for the IRS assessment or collection of the tax liability for the periods identified in Item 5. I/We understand that I/we have the right not to waive these statutory periods or to limit the waiver to a certain length or to certain issues. I/We understand, however, that the IRS may not consider this offer if I/we refuse to waive the statutory periods for assessment or if we provide only a limited waiver. I/We understand that the statute of limitations for collection will be suspended during the period an offer is considered pending by the IRS (*paragraph 8(m) defines pending*). The amount of any Federal tax due for the periods described in Item 5 may be assessed at any time prior to the acceptance of this offer or within one year of the rejection of this offer.
- (f) The IRS will keep all payments and credits made, received or applied to the total original tax liability before submission of this offer. The IRS may keep any proceeds from a levy served prior to submission of the offer, but not received at the time the offer is submitted. If I/we have an installment agreement prior to submitting the offer, I/we must continue to make the payments as agreed while this offer is pending. Installment agreement payments will not be applied against the amount offered.
- (g) **As additional consideration beyond the amount of my/our offer, the IRS will keep any refund, including interest, due to me/us because of overpayment of any tax or other liability, for tax periods extending through the calendar year that the IRS accepts the offer. I/We may not designate an overpayment ordinarily subject to refund, to which the IRS is entitled, to be applied to estimated tax payments for the following year. This condition does not apply if the offer is based on Doubt as to Liability.**
- (h) I/We will return to the IRS any refund identified in (g) received after submission of this offer. This condition does not apply to offers based on Doubt as to Liability.
- (i) The IRS cannot collect more than the full amount of the tax liability under this offer.

- (j) I/We understand that I/we remain responsible for the full amount of the tax liability, unless and until the IRS accepts the offer in writing and I/we have met all the terms and conditions of the offer. The IRS will not remove the original amount of the tax liability from its records until I/we have met all the terms of the offer.
- (k) I/We understand that the tax I/we offer to compromise is and will remain a tax liability until I/we meet all the terms and conditions of this offer. If I/we file bankruptcy before the terms and conditions of this offer are completed, any claim the IRS files in the bankruptcy proceedings will be a tax claim.
- (l) Once the IRS accepts the offer in writing, I/we have no right to contest, in court or otherwise, the amount of the tax liability.
- (m) The offer is pending starting with the date an authorized IRS official signs this form. The offer remains pending until an authorized IRS official accepts, rejects, returns or acknowledges withdrawal of the offer in writing. If I/we appeal an IRS rejection decision on the offer, the IRS will continue to treat the offer as pending until the Appeals Office accepts or rejects the offer in writing. If I/we don't file a protest within 30 days of the date the IRS notifies me/us of the right to protest the decision, I/we waive the right to a hearing before the Appeals Office about the offer in compromise.
- (n) If I/we fail to meet any of the terms and conditions of the offer and the offer defaults, then the IRS may:
- immediately file suit to collect the entire unpaid balance of the offer
 - immediately file suit to collect an amount equal to the original amount of the tax liability as liquidating damages, minus any payment already received under the terms of this offer
 - disregard the amount of the offer and apply all amounts already paid under the offer against the original amount of the tax liability
 - file suit or levy to collect the original amount of the tax liability, without further notice of any kind.
- The IRS will continue to add interest, as Section 6601 of the Internal Revenue Code requires, on the amount the IRS determines is due after default. The IRS will add interest from the date the offer is defaulted until I/we completely satisfy the amount owed.*
- (o) The IRS generally files a Notice of Federal Tax Lien to protect the Government's interest on deferred payment offers. Also, the IRS may file a Notice of Federal Tax Lien during the offer investigation. This tax lien will be released when the payment terms of the offer agreement have been satisfied.
- (p) I/We understand that the IRS employees may contact third parties in order to respond to this request and I/we authorize the IRS to make such contacts. Further, by authorizing the Internal Revenue Service to contact third parties, I/we understand that I will not receive notice, pursuant to section 7602(c) of the Internal Revenue Code, of third parties contacted in connection with this request.**
- (q) If doubt as to collectibility and/or effective tax administration are checked in Item 6 above, I/we are offering to compromise all the tax liabilities assessed against me/us as of the date of this offer and under the taxpayer identification numbers listed in Items 2 and/or 3 above. I/We authorize the IRS to amend Item 5, above, to include any assessed liabilities we failed to list on Form 656.

Item 9 — Explanation of Circumstances

I am requesting an offer in compromise for the reason(s) listed below:

Note: *If you are requesting compromise based on doubt as to liability, explain why you don't believe you owe the tax. If you believe you have special circumstances affecting your ability to fully pay the amount due, explain your situation. You may attach additional sheets if necessary. Please include your name and SSN or EIN on all additional sheets or supporting documentation.*

_____q
 _____q
 _____q
 _____q
 _____q

Item 10 — Source of Funds

I/We shall obtain the funds to make this offer from the following source(s):

_____q
 _____q

Item 11 — Mandatory Signature(s)

If I/We submit this offer on a substitute form, I/we affirm that this form is a verbatim duplicate of the official Form 656, and I/we agree to be bound by all the terms and conditions set forth in the official Form 656.

Under penalties of perjury, I declare that I have examined this offer, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

 11(a) Signature of Taxpayer

 Date

 11(b) Signature of Taxpayer

 Date

For Official Use Only

I accept the waiver of the statutory period of limitations on assessment for the Internal Revenue Service, as described in Item 8(e).

 Signature of Authorized Internal Revenue Service Official

 Title

 Date

Item 12 — If this application was prepared by someone other than the taxpayer, please fill in that person's name and address below.

Name: _____

Address: _____
 (if known)

Item 13 Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's CAF no. or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no. ()	

**Item 14
Third Party
Designee**

Do you want to allow another person to discuss this offer with the IRS? Yes. Complete the following. No

Designee's name	Phone no. ()
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Form 656
Offer in Compromise

IRS RECEIVED DATE

Department of the Treasury
Internal Revenue Service

www.irs.gov

Form 656 (Rev. 7-2004)
Catalog Number 16728Nq

Attachment
Application Fee (check or money order) here.

Item 1 - Taxpayer's Name and Home or Business Street Address

Name
Name
Street Address
City State ZIP Code

Mailing Address (if different from above)

Street Address
City State ZIP Code

DATE RETURNED

Item 2 - Social Security Numbers

- (a) Primary
(b) Secondary

Item 3 - Employer Identification Number (included in offer)

Item 4 - Other Employer Identification Numbers (not included in offer)

Item 5 - To: Commissioner of Internal Revenue Service

I/We (includes all types of taxpayers) submit this offer to compromise the tax liabilities plus any interest, penalties, additions to tax, and additional amounts required by law (tax liability) for the tax type and period marked below: (Please mark an "X" in the box for the correct description and fill-in the correct tax period(s), adding additional periods if needed).

- 1040/1120 Income Tax - Year(s)
941 Employer's Quarterly Federal Tax Return - Quarterly period(s)
940 Employer's Annual Federal Unemployment (FUTA) Tax Return - Year(s)
Trust Fund Recovery Penalty as a responsible person of (enter corporation name) for failure to pay withholding and Federal Insurance Contributions Act Taxes (Social Security taxes), for period(s) ending
Other Federal Tax(es) [specify type(s) and period(s)]

Note: If you need more space, use another sheet entitled "Attachment to Form 656 Dated ." Sign and date the attachment following the listing of the tax periods.

Item 6 - I/We submit this offer for the reason(s) checked below:

- Doubt as to Liability - "I do not believe I owe this tax." You must include a detailed explanation of the reason(s) why you believe you do not owe the tax in Item 9.
Doubt as to Collectibility - "I have insufficient assets and income to pay the full amount." You must include a complete Collection Information Statement, Form 433-A and/or Form 433-B.
Effective Tax Administration - "I owe this amount and have sufficient assets to pay the full amount, but due to my exceptional circumstances, requiring full payment would cause an economic hardship or would be unfair and inequitable." You must include a complete Collection Information Statement, Form 433-A and/or Form 433B and complete Item 9.

Item 7

I/We offer to pay \$ (must be more than zero). Complete item 10 to explain where you will obtain the funds to make this offer.

Check only one of the following:

- Cash Offer (Offered amount will be paid in 90 days or less.) Balance to be paid in: 10, 30, 60, or 90 days from written notice of acceptance of the offer.
Short-Term Deferred Payment Offer (Offered amount paid in MORE than 90 days but within 24 months from written notice of acceptance of the offer.) \$ within days (not more than 90) - See Instructions Section, Determine Your Payment Terms from written notice of acceptance of the offer; and/or beginning in the month after written notice of acceptance of the offer \$ on the day of each month for a total of months. (Cannot extend more than 24 months from written notice of acceptance of the offer.)
Deferred Payment Offer (Offered amount will be paid over the remaining life of the collection statute.) \$ within days (not more than 90) - See Instructions Section, Determine Your Payment Terms from written notice of acceptance of the offer; and beginning on the first month after written notice of acceptance of the offer \$ on the day of each month for a total of months.

Item 8 — By submitting this offer, I/we have read, understand and agree to the following conditions:

- (a) I/We voluntarily submit all payments made on this offer.
- (b) The IRS will apply payments made under the terms of this offer in the best interest of the government.
- (c) If the IRS rejects or returns the offer or I/we withdraw the offer, the IRS will return any amount paid with the offer. However, I/we understand the application fee will be kept by the IRS. If I/we agree in writing, IRS will apply the amount paid with the offer to the amount owed. If I/we agree to apply the payment, the date the IRS received the offer remittance will be considered the date of payment. I/We understand that the IRS will not pay interest on any amount I/we submit with the offer.
- (d) **I/We will comply with all provisions of the Internal Revenue Code relating to filing my/our returns and paying my/our required taxes for 5 years or until the offered amount is paid in full, whichever is longer. In the case of a jointly submitted offer to compromise joint tax liabilities, I/we understand that default with respect to the compliance provisions described in this paragraph by one party to this agreement will not result in the default of the entire agreement. The default provisions described in Item 8(n) of this agreement will be applied only to the party failing to comply with the requirements of this paragraph. This provision does not apply to offers based on Doubt as to Liability.**
- (e) I/We waive and agree to the suspension of any statutory periods of limitation (time limits provided for by law) for the IRS assessment or collection of the tax liability for the periods identified in Item 5. I/We understand that I/we have the right not to waive these statutory periods or to limit the waiver to a certain length or to certain issues. I/We understand, however, that the

IRS may not consider this offer if I/we refuse to waive the statutory periods for assessment or if we provide only a limited waiver. I/We understand that the statute of limitations for collection will be suspended during the period an offer is considered pending by the IRS (*paragraph 8(m) defines pending*). The amount of any Federal tax due for the periods described in Item 5 may be assessed at any time prior to the acceptance of this offer or within one year of the rejection of this offer.

- (f) The IRS will keep all payments and credits made, received or applied to the total original tax liability before submission of this offer. The IRS may keep any proceeds from a levy served prior to submission of the offer, but not received at the time the offer is submitted. If I/we have an installment agreement prior to submitting the offer, I/we must continue to make the payments as agreed while this offer is pending. Installment agreement payments will not be applied against the amount offered.
- (g) **As additional consideration beyond the amount of my/our offer, the IRS will keep any refund, including interest, due to me/us because of overpayment of any tax or other liability, for tax periods extending through the calendar year that the IRS accepts the offer. I/We may not designate an overpayment ordinarily subject to refund, to which the IRS is entitled, to be applied to estimated tax payments for the following year. This condition does not apply if the offer is based on Doubt as to Liability.**
- (h) I/We will return to the IRS any refund identified in (g) received after submission of this offer. This condition does not apply to offers based on Doubt as to Liability.
- (i) The IRS cannot collect more than the full amount of the tax liability under this offer.

- (j) I/We understand that I/we remain responsible for the full amount of the tax liability, unless and until the IRS accepts the offer in writing and I/we have met all the terms and conditions of the offer. The IRS will not remove the original amount of the tax liability from its records until I/we have met all the terms of the offer.
- (k) I/We understand that the tax I/we offer to compromise is and will remain a tax liability until I/we meet all the terms and conditions of this offer. If I/we file bankruptcy before the terms and conditions of this offer are completed, any claim the IRS files in the bankruptcy proceedings will be a tax claim.
- (l) Once the IRS accepts the offer in writing, I/we have no right to contest in court or otherwise, the amount of the tax liability.
- (m) The offer is pending starting with the date an authorized IRS official signs this form. The offer remains pending until an authorized IRS official accepts, rejects, returns or acknowledges withdrawal of the offer in writing. If I/we appeal an IRS rejection decision on the offer, the IRS will continue to treat the offer as pending until the Appeals Office accepts or rejects the offer in writing. If I/we don't file a protest within 30 days of the date the IRS notifies me/us of the right to protest the decision, I/we waive the right to a hearing before the Appeals Office about the offer in compromise.
- (n) If I/we fail to meet any of the terms and conditions of the offer and the offer defaults, then the IRS may:
- immediately file suit to collect the entire unpaid balance of the offer
 - immediately file suit to collect an amount equal to the original amount of the tax liability as liquidating damages, minus any payment already received under the terms of this offer
 - disregard the amount of the offer and apply all amounts already paid under the offer against the original amount of the tax liability
 - file suit or levy to collect the original amount of the tax liability, without further notice of any kind.
- The IRS will continue to add interest, as Section 6601 of the Internal Revenue Code requires, on the amount the IRS determines is due after default. The IRS will add interest from the date the offer is defaulted until I/we completely satisfy the amount owed.*
- (o) The IRS generally files a Notice of Federal Tax Lien to protect the Government's interest on deferred payment offers. Also, the IRS may file a Notice of Federal Tax Lien during the offer investigation. This tax lien will be released when the payment terms of the offer agreement have been satisfied.
- (p) I/We understand that the IRS employees may contact third parties in order to respond to this request and I/we authorize the IRS to make such contacts. Further, by authorizing the Internal Revenue Service to contact third parties, I/we understand that I will not receive notice, pursuant to section 7602(c) of the Internal Revenue Code, of third parties contacted in connection with this request.**
- (q) If doubt as to collectibility and/or effective tax administration are checked in Item 6 above, I/we are offering to compromise all the tax liabilities assessed against me/us as of the date of this offer and under the taxpayer identification numbers listed in Items 2 and/or 3 above. I/We authorize the IRS to amend Item 5, above, to include any assessed liabilities we failed to list on Form 656.

Item 9 — Explanation of Circumstances

I am requesting an offer in compromise for the reason(s) listed below:

Note: If you are requesting compromise based on doubt as to liability, explain why you don't believe you owe the tax. If you believe you have special circumstances affecting your ability to fully pay the amount due, explain your situation. You may attach additional sheets if necessary. Please include your name and SSN or EIN on all additional sheets or supporting documentation.

Item 10 — Source of Funds

I/We shall obtain the funds to make this offer from the following source(s):

Item 11 — Mandatory Signature(s)

If I/We submit this offer on a substitute form, I/we affirm that this form is a verbatim duplicate of the official Form 656, and I/we agree to be bound by all the terms and conditions set forth in the official Form 656.

Under penalties of perjury, I declare that I have examined this offer, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

11(a) Signature of Taxpayer

Date

11(b) Signature of Taxpayer

Date

For Official Use Only

I accept the waiver of the statutory period of limitations on assessment for the Internal Revenue Service, as described in Item 8(e).

Signature of Authorized Internal Revenue Service Official

Title

Date

Item 12 — If this application was prepared by someone other than the taxpayer, please fill in that person's name and address below.

Name: _____

Address: _____
(if known)

Item 13 Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's CAF no. or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no. ()	

**Item 14
Third Party
Designee**

Do you want to allow another person to discuss this offer with the IRS? Yes. Complete the following. No

Designee's name _____ Phone no. ()



Collection Information Statement for Wage Earners and Self-Employed Individuals

Department of the Treasury
Internal Revenue Service

www.irs.gov

Form 433-A (Rev. 5-2001)
Catalog Number 20312N

Complete all entry spaces with the most current data available.

Important! Write "N/A" (not applicable) in spaces that do not apply. We may require additional information to support "N/A" entries.

Failure to complete all entry spaces may result in rejection or significant delay in the resolution of your account.

Section 1 Personal Information

1. Full Name(s) _____ 1a. Home Telephone (____) _____ Best Time To Call: _____ am _____ pm (Enter Hour)

Street Address _____

City _____ State _____ Zip _____ 2. Marital Status: Married Separated

County of Residence _____ Unmarried (single, divorced, widowed)

How long at this address? _____

3. Your Social Security No. (SSN) _____ 3a. Your Date of Birth (mm/dd/yyyy) _____

4. Spouse's Social Security No. _____ 4a. Spouse's Date of Birth (mm/dd/yyyy) _____

5. Own Home Rent Other (specify, i.e. share rent, live with relative) _____

Check this box when all spaces in Sect. 1 are filled in.

Section 2 Your Business Information

6. List the dependents you can claim on your tax return: (Attach sheet if more space is needed.)

First Name	Relationship	Age	Does this person live with you?	First Name	Relationship	Age	Does this person live with you?
_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes

7. Are you or your spouse self-employed or operating a business? (Check "Yes" if either applies.) No Yes If yes, provide the following information:

7a. Name of Business _____ 7c. Employer identification No. if available: _____

7b. Street Address _____ 7d. Do you have employees? No Yes

City _____ State _____ Zip _____ 7e. Do you have accounts/notes receivable? No Yes

If yes, please complete Section 8 on page 5.

Check this box when all spaces in Sect. 2 are filled in and attachments provided.



ATTACHMENTS REQUIRED: Please include proof of self-employment income for the **prior 3 months** (e.g., invoices, commissions, sales records, income statement).

Section 3 Employment Information

8. Your Employer Street Address _____ 9. Spouse's Employer Street Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Work telephone no. (____) _____ Work telephone no. (____) _____

May we contact you at work? No Yes May we contact you at work? No Yes

8a. How long with this employer? _____ 9a. How long with this employer? _____

8b. Occupation _____ 9b. Occupation _____

Check this box when all spaces in Sect. 3 are filled in and attachments provided.



ATTACHMENTS REQUIRED: Please provide proof of gross earnings and deductions for the past 3 months from each employer (e.g., pay stubs, earnings statements). If year-to-date information is available, send only 1 such statement as long as a **minimum of 3 months** is represented.

Section 4 Other Income Information

10. Do you receive income from sources other than your own business or your employer? (Check all that apply.)

Pension Social Security Other (specify, i.e. child support, alimony, rental) _____

Check this box when all spaces in Sect. 4 are filled in and attachments provided.



ATTACHMENTS REQUIRED: Please provide proof of pension/social security/other income for the past 3 months from each payor, including any statements showing deductions. If year-to-date information is available, send only 1 such statement as long as a **minimum of 3 months** is represented.

Name _____ SSN _____

Section 5

Banking, Investment, Cash, Credit, and Life Insurance Information

Complete all entry spaces with the most current data available.

11. CHECKING ACCOUNTS. List all checking accounts. (If you need additional space, attach a separate sheet.)

Type of Account	Full Name of Bank, Savings & Loan, Credit Union or Financial Institution	Bank Routing No.	Bank Account No.	Current Account Balance
11a. Checking	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
11b. Checking	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
11c. Total Checking Account Balances				\$ _____

12. OTHER ACCOUNTS. List all accounts, including brokerage, savings, and money market, not listed on line 11.

Type of Account	Full Name of Bank, Savings & Loan, Credit Union or Financial Institution	Bank Routing No.	Bank Account No.	Current Account Balance
12a. _____	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
12b. _____	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
12c. Total Other Account Balances				\$ _____



ATTACHMENTS REQUIRED: Please include your current bank statements (checking, savings, money market, and brokerage accounts) for the past three months for all accounts.

13. INVESTMENTS. List all investment assets below. Include stocks, bonds, mutual funds, stock options, certificates of deposits, and retirement assets such as IRAs, Keogh, and 401(k) plans. (If you need additional space, attach a separate sheet.)

Name of Company	Number of Shares / Units	Current Value	Loan Amount	Used as collateral on loan?
13a. _____	_____	\$ _____	\$ _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
13b. _____	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
13c. _____	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
13d. Total Investments		\$ _____		

Current Value: Indicate the amount you could sell the asset for today.

14. CASH ON HAND. Include any money that you have that is not in the bank.

14a. Total Cash on Hand \$ _____

15. AVAILABLE CREDIT. List all lines of credit, including credit cards.

Full Name of Credit Institution	Credit Limit	Amount Owed	Available Credit
15a. Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
15b. Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
15c. Total Credit Available			\$ _____

Name _____ SSN _____

Section 5
continued

- 16. LIFE INSURANCE.** Do you have life insurance with a cash value? No Yes
(Term Life insurance does not have a cash value.)
If yes:
- 16a.** Name of Insurance Company _____
- 16b.** Policy Number(s) _____
- 16c.** Owner of Policy _____
- 16d.** Current Cash Value \$ _____ **16e.** Outstanding Loan Balance \$ _____

Subtract "Outstanding Loan Balance" line 16e from "Current Cash Value" line 16d = 16f \$ _____



ATTACHMENTS REQUIRED: Please include a statement from the life insurance companies that includes type and cash/loan value amounts. If currently borrowed against, include loan amount and date of loan.

Check this box when all spaces in Sect. 5 are filled in and attachments provided.

Section 6
Other Information

- 17. OTHER INFORMATION.** Respond to the following questions related to your financial condition: (Attach sheet if you need more space.)
- 17a.** Are there any garnishments against your wages? No Yes
If yes, who is the creditor? _____ Date creditor obtained judgement _____ Amount of debt \$ _____
- 17b.** Are there any judgments against you? No Yes
If yes, who is the creditor? _____ Date creditor obtained judgement _____ Amount of debt \$ _____
- 17c.** Are you a party in a lawsuit? No Yes
If yes, amount of suit \$ _____ Possible completion date _____ Subject matter of suit _____
- 17d.** Did you ever file bankruptcy? No Yes
If yes, date filed _____ Date discharged _____
- 17e.** In the past 10 years did you transfer any assets out of your name for less than their actual value? No Yes
If yes, what asset? _____ Value of asset at time of transfer \$ _____
When was it transferred? _____ To whom was it transferred? _____
- 17f.** Do you anticipate any increase in household income in the next two years? No Yes
If yes, why will the income increase? _____ (Attach sheet if you need more space.)
How much will it increase? \$ _____
- 17g.** Are you a beneficiary of a trust or an estate? No Yes
If yes, name of the trust or estate _____ Anticipated amount to be received \$ _____
When will the amount be received? _____
- 17h.** Are you a participant in a profit sharing plan? No Yes
If yes, name of plan _____ Value in plan \$ _____

Check this box when all spaces in Sect. 6 are filled in.

Section 7
Assets and Liabilities

- 18. PURCHASED AUTOMOBILES, TRUCKS AND OTHER LICENSED ASSETS.** Include boats, RV's, motorcycles, trailers, etc. (If you need additional space, attach a separate sheet.)

Description (Year, Make, Model, Mileage)	Current Value	Current Loan Balance	Name of Lender	Purchase Date	Amount of Monthly Payment
18a. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____
18b. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____
18c. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____

Current Value: Indicate the amount you could sell the asset for today.

Name _____ SSN _____

Section 7
continued

19. LEASED AUTOMOBILES, TRUCKS AND OTHER LICENSED ASSETS. Include boats, RV's, motorcycles, trailers, etc. (If you need additional space, attach a separate sheet.)

Description (Year, Make, Model)	Lease Balance	Name and Address of Lessor	Lease Date	Amount of Monthly Payment
19a. Year _____ Make/Model _____	\$ _____			\$ _____
19b. Year _____ Make/Model _____	\$ _____			\$ _____



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly car payment amount and current balance of the loan for each vehicle purchased or leased.

20. REAL ESTATE. List all real estate you own. (If you need additional space, attach a separate sheet.)

Street Address, City, State, Zip, and County	Date Purchased	Purchase Price	<input type="checkbox"/> Current Value	Loan Balance	Name of Lender or Lien Holder	Amount of Monthly Payment	*Date of Final Payment
20a. _____ _____ _____		\$ _____	\$ _____	\$ _____		\$ _____	
20b. _____ _____ _____		\$ _____	\$ _____	\$ _____		\$ _____	



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly payment amount and current balance for each piece of real estate owned.

21. PERSONAL ASSETS. List all Personal assets below. (If you need additional space, attach separate sheet.)
Furniture/Personal Effects includes the total current market value of your household such as furniture and appliances.
Other Personal Assets includes all artwork, jewelry, collections (coin/gun, etc.), antiques or other assets.

Description	<input type="checkbox"/> Current Value	Loan Balance	Name of Lender	Amount of Monthly Payment	*Date of Final Payment
21a. Furniture/Personal Effects				\$ _____	
Other: (List below)					
21b. Artwork	\$ _____	\$ _____		\$ _____	
21c. Jewelry					
21d. _____					
21e. _____					

22. BUSINESS ASSETS. List all business assets and encumbrances below, include Uniform Commercial Code (UCC) filings. (If you need additional space, attach a separate sheet.) *Tools used in Trade or Business* includes the basic tools or books used to conduct your business, excluding automobiles. *Other Business Assets* includes any other machinery, equipment, inventory or other assets.

Description	<input type="checkbox"/> Current Value	Loan Balance	Name of Lender	Amount of Monthly Payment	*Date of Final Payment
22a. Tools used in Trade/Business	\$ _____	\$ _____		\$ _____	
Other: (List below)					
22b. Machinery	\$ _____	\$ _____		\$ _____	
22c. Equipment					
22d. _____					
22e. _____					

Check this box when all spaces in Sect. 7 are filled in and attachments provided.

Name _____ SSN _____

Section 8
Accounts/
Notes
Receivable

Use only if needed.

Check this box if Section 8 not needed.

23. ACCOUNTS/NOTES RECEIVABLE. List all accounts separately, including contracts awarded, but not started. (If you need additional space, attach a separate sheet.)

Description	Amount Due	Date Due	Age of Account
23a. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23b. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23c. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23d. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23e. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23f. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23g. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23h. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23i. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23j. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23k. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23l. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days

Add "Amount Due" from lines 23a through 23l = 23m \$ _____

Check this box when all spaces in Sect. 8 are filled in.

Name _____ SSN _____

Section 9
Monthly
Income and
Expense
Analysis

If only one spouse has a tax liability, but both have income, list the total household income and expenses.

<i>Total Income</i>		<i>Total Living Expenses</i>	
Source	Gross Monthly	Expense Items ⁴	Actual Monthly
24. Wages (Yourself) ¹	\$	35. Food, Clothing and Misc. ⁵	\$
25. Wages (Spouse) ¹		36. Housing and Utilities ⁶	
26. Interest - Dividends		37. Transportation ⁷	
27. Net Income from Business ²		38. Health Care	
28. Net Rental Income ³		39. Taxes (Income and FICA)	
29. Pension/Social Security (Yourself)		40. Court ordered payments	
30. Pension/Social Security (Spouse)		41. Child/dependent care	
31. Child Support		42. Life insurance	
32. Alimony		43. Other secured debt	
33. Other		44. Other expenses	
34. Total Income	\$	45. Total Living Expenses	\$

1 Wages, salaries, pensions, and social security: Enter your gross monthly wages and/or salaries. Do not deduct withholding or allotments you elect to take out of your pay, such as insurance payments, credit union deductions, car payments etc. To calculate your gross monthly wages and/or salaries:

If paid weekly - multiply weekly gross wages by 4.3. Example: \$425.89 x 4.3 = \$1,831.33

If paid bi-weekly (every 2 weeks) - multiply bi-weekly gross wages by 2.17. Example: \$972.45 x 2.17 = \$2,110.22

If paid semi-monthly (twice each month) - multiply semi-monthly gross wages by 2. Example: \$856.23 x 2 = \$1,712.46

2 Net Income from Business: Enter your monthly net business income. This is the amount you earn after you pay ordinary and necessary monthly business expenses. This figure should relate to the yearly net profit from your Form 1040 Schedule C. If it is more or less than the previous year, you should attach an explanation. If your net business income is a loss, enter "0". Do not enter a negative number.

3 Net Rental Income: Enter your monthly net rental income. This is the amount you earn after you pay ordinary and necessary monthly rental expenses. If your net rental income is a loss, enter "0". Do not enter a negative number.

4 Expenses not generally allowed: We generally do not allow you to claim tuition for private schools, public or private college expenses, charitable contributions, voluntary retirement contributions, payments on unsecured debts such as credit card bills, cable television and other similar expenses. However, we may allow these expenses, if you can prove that they are necessary for the health and welfare of you or your family or for the production of income.

5 Food, Clothing and Misc.: Total of clothing, food, housekeeping supplies and personal care products for one month.

6 Housing and Utilities: For your principal residence: Total of rent or mortgage payment. Add the average monthly expenses for the following: property taxes, home owner's or renter's insurance, maintenance, dues, fees, and utilities. Utilities include gas, electricity, water, fuel, oil, other fuels, trash collection and telephone.

7 Transportation: Total of lease or purchase payments, vehicle insurance, registration fees, normal maintenance, fuel, public transportation, parking and tolls for one month.

ATTACHMENTS REQUIRED: Please include:

- A copy of your last Form 1040 with all Schedules.
- Proof of all current expenses that you paid for the past 3 months, including utilities, rent, insurance, property taxes, etc.
- Proof of all non-business transportation expenses (e.g., car payments, lease payments, fuel, oil, insurance, parking, registration).
- Proof of payments for health care, including health insurance premiums, co-payments, and other out-of-pocket expenses, for the past 3 months.
- Copies of any court order requiring payment and proof of such payments (e.g., cancelled checks, money orders, earning statements showing such deductions) for the past 3 months.



Check this box when all spaces in Sect. 9 are filled in and attachments provided.

Check this box when all spaces in all sections are filled in and all attachments provided.



Failure to complete all entry spaces may result in rejection or significant delay in the resolution of your account.

Certification: Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct and complete.



Your Signature _____

Spouse's Signature _____

Date _____



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Complete all entry spaces with the most current data available.

Important! Write "N/A" (not applicable) in spaces that do not apply. We may require additional information to support "N/A" entries.

Failure to complete all entry spaces may result in rejection or significant delay in the resolution of your account.

Section 1 Personal Information

1. Full Name(s) _____ 1a. Home Telephone (____) _____ Best Time To Call: _____ am _____ pm (Enter Hour)

Street Address _____ 2. Marital Status: _____

City _____ State _____ Zip _____ Married Separated

County of Residence _____ Unmarried (single, divorced, widowed)

How long at this address? _____

3. Your Social Security No. (SSN) _____ 3a. Your Date of Birth (mm/dd/yyyy) _____

4. Spouse's Social Security No. _____ 4a. Spouse's Date of Birth (mm/dd/yyyy) _____

5. Own Home Rent Other (specify, i.e. share rent, live with relative)

Check this box when all spaces in Sect. 1 are filled in.

6. List the dependents you can claim on your tax return: (Attach sheet if more space is needed.)

First Name	Relationship	Age	Does this person live with you?	First Name	Relationship	Age	Does this person live with you?
_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes

Section 2 Your Business Information

7. Are you or your spouse self-employed or operate a business? (Check "Yes" if either applies)

No Yes If yes, provide the following information:

7a. Name of Business _____ 7c. Employer Identification No., if available : _____

7b. Street Address _____ 7d. Do you have employees? No Yes

City _____ State _____ Zip _____ 7e. Do you have accounts/notes receivable? No Yes

If yes, please complete Section 8 on page 5.

Check this box when all spaces in Sect. 2 are filled in and attachments provided.



ATTACHMENTS REQUIRED: Please include proof of self-employment income for the **prior 3 months** (e.g., invoices, commissions, sales records, income statement).

Section 3 Employment Information

8. Your Employer _____ 9. Spouse's Employer _____

Street Address _____ Street Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Work telephone no. (____) _____ Work telephone no. (____) _____

May we contact you at work? No Yes May we contact you at work? No Yes

8a. How long with this employer? _____ 9a. How long with this employer? _____

8b. Occupation _____ 9b. Occupation _____

Check this box when all spaces in Sect. 3 are filled in and attachments provided.



ATTACHMENTS REQUIRED: Please provide proof of gross earnings and deductions for the past 3 months from each employer (e.g., pay stubs, earnings statements). If year-to-date information is available, send only 1 such statement as long as a **minimum of 3 months** is represented.

Section 4 Other Income Information

10. Do you receive income from sources other than your own business or your employer? (Check all that apply.)

Pension Social Security Other (specify, i.e. child support, alimony, rental) _____

Check this box when all spaces in Sect. 4 are filled in and attachments provided.



ATTACHMENTS REQUIRED: Please provide proof of pension/social security/other income for the past 3 months from each payor, including any statements showing deductions. If year-to-date information is available, send only 1 such statement as long as a **minimum of 3 months** is represented.

Name _____ SSN _____

Section 5

Banking, Investment, Cash, Credit, and Life Insurance Information

Complete all entry spaces with the most current data available.

11. CHECKING ACCOUNTS. List all checking accounts. (If you need additional space, attach a separate sheet.)

Type of Account	Full Name of Bank, Savings & Loan, Credit Union or Financial Institution	Bank Routing No.	Bank Account No.	Current Account Balance
11a. <u>Checking</u>	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
11b. <u>Checking</u>	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
11c. Total Checking Account Balances				\$ _____

12. OTHER ACCOUNTS. List all accounts, including brokerage, savings, and money market, not listed on line 11.

Type of Account	Full Name of Bank, Savings & Loan, Credit Union or Financial Institution	Bank Routing No.	Bank Account No.	Current Account Balance
12a. _____	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
12b. _____	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
12c. Total Other Account Balances				\$ _____



ATTACHMENTS REQUIRED: Please include your current bank statements (checking, savings, money market, and brokerage accounts) for the past three months for all accounts.

13. INVESTMENTS. List all investment assets below. Include stocks, bonds, mutual funds, stock options, certificates of deposits, and retirement assets such as IRAs, Keogh, and 401(k) plans. (If you need additional space, attach a separate sheet.)

Name of Company	Number of Shares / Units	Current Value	Loan Amount	Used as collateral on loan?
13a. _____	_____	\$ _____	\$ _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
13b. _____	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
13c. _____	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
13d. Total Investments		\$ _____		

Current Value: Indicate the amount you could sell the asset for today.

14. CASH ON HAND. Include any money that you have that is not in the bank.

14a. Total Cash on Hand \$ _____

15. AVAILABLE CREDIT. List all lines of credit, including credit cards.

Full Name of Credit Institution	Credit Limit	Amount Owed	Available Credit
15a. Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
15b. Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
15c. Total Credit Available			\$ _____

Name _____ SSN _____

Section 5
continued

16. LIFE INSURANCE. Do you have life insurance with a cash value? No Yes

(Term Life insurance does not have a cash value.)

If yes:

16a. Name of Insurance Company _____

16b. Policy Number(s) _____

16c. Owner of Policy _____

16d. Current Cash Value \$ _____ **16e.** Outstanding Loan Balance \$ _____

Subtract "Outstanding Loan Balance" line 16e from "Current Cash Value" line 16d = 16f \$ _____



ATTACHMENTS REQUIRED: Please include a statement from the life insurance companies that includes type and cash/loan value amounts. If currently borrowed against, include loan amount and date of loan.

Check this box when all spaces in Sect. 5 are filled in and attachments provided.

Section 6
Other Information

17. OTHER INFORMATION. Respond to the following questions related to your financial condition: (Attach sheet if you need more space.)

17a. Are there any garnishments against your wages? No Yes

If yes, who is the creditor? _____ Date creditor obtained judgement _____ Amount of debt \$ _____

17b. Are there any judgments against you? No Yes

If yes, who is the creditor? _____ Date creditor obtained judgement _____ Amount of debt \$ _____

17c. Are you a party in a lawsuit? No Yes

If yes, amount of suit \$ _____ Possible completion date _____ Subject matter of suit _____

17d. Did you ever file bankruptcy? No Yes

If yes, date filed _____ Date discharged _____

17e. In the past 10 years did you transfer any assets out of your name for less than their actual value? No Yes

If yes, what asset? _____ Value of asset at time of transfer \$ _____

When was it transferred? _____ To whom was it transferred? _____

17f. Do you anticipate any increase in household income in the next two years? No Yes

If yes, why will the income increase? _____ (Attach sheet if you need more space.)

How much will it increase? \$ _____

17g. Are you a beneficiary of a trust or an estate? No Yes

If yes, name of the trust or estate _____ Anticipated amount to be received \$ _____

When will the amount be received? _____

17h. Are you a participant in a profit sharing plan? No Yes

If yes, name of plan _____ Value in plan \$ _____

Check this box when all spaces in Sect. 6 are filled in.

Section 7
Assets and Liabilities

18. PURCHASED AUTOMOBILES, TRUCKS AND OTHER LICENSED ASSETS. Include boats, RV's, motorcycles, trailers, etc. (If you need additional space, attach a separate sheet.)

Description (Year, Make, Model, Mileage)	Current Value	Current Loan Balance	Name of Lender	Purchase Date	Amount of Monthly Payment
18a. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____
18b. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____
18c. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____

Current Value: Indicate the amount you could sell the asset for today.

Name _____ SSN _____

Section 7
continued

19. LEASED AUTOMOBILES, TRUCKS AND OTHER LICENSED ASSETS. Include boats, RV's, motorcycles, trailers, etc. (If you need additional space, attach a separate sheet.)

Description (Year, Make, Model)	Lease Balance	Name and Address of Lessor	Lease Date	Amount of Monthly Payment
19a. Year _____ Make/Model _____	\$ _____			\$ _____
19b. Year _____ Make/Model _____	\$ _____			\$ _____



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly car payment amount and current balance of the loan for each vehicle purchased or leased.

20. REAL ESTATE. List all real estate you own. (If you need additional space, attach a separate sheet.)

Street Address, City, State, Zip, and County	Date Purchased	Purchase Price	<input type="checkbox"/> Current Value	Loan Balance	Name of Lender or Lien Holder	Amount of Monthly Payment	*Date of Final Payment
20a. _____ _____ _____		\$ _____	\$ _____	\$ _____		\$ _____	
20b. _____ _____ _____		\$ _____	\$ _____	\$ _____		\$ _____	



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly payment amount and current balance for each piece of real estate owned.

21. PERSONAL ASSETS. List all Personal assets below. (If you need additional space, attach separate sheet.)
Furniture/Personal Effects includes the total current market value of your household such as furniture and appliances.
Other Personal Assets includes all artwork, jewelry, collections (coin/gun, etc.), antiques or other assets.

Description	<input type="checkbox"/> Current Value	Loan Balance	Name of Lender	Amount of Monthly Payment	*Date of Final Payment
21a. Furniture/Personal Effects	\$ _____	\$ _____		\$ _____	
Other: (List below)					
21b. Artwork	\$ _____	\$ _____		\$ _____	
21c. Jewelry					
21d. _____					
21e. _____					

22. BUSINESS ASSETS. List all business assets and encumbrances below, include Uniform Commercial Code (UCC) filings. (If you need additional space, attach a separate sheet.) *Tools used in Trade or Business* includes the basic tools or books used to conduct your business, excluding automobiles. *Other Business Assets* includes any other machinery, equipment, inventory or other assets.

Description	<input type="checkbox"/> Current Value	Loan Balance	Name of Lender	Amount of Monthly Payment	*Date of Final Payment
22a. Tools used in Trade/Business	\$ _____	\$ _____		\$ _____	
Other: (List below)					
22b. Machinery	\$ _____	\$ _____		\$ _____	
22c. Equipment					
22d. _____					
22e. _____					

Check this box when all spaces in Sect. 7 are filled in and attachments provided.

Name _____ SSN _____

Section 8
Accounts/
Notes
Receivable

Use only if needed.

Check this box if Section 8 not needed.

23. ACCOUNTS/NOTES RECEIVABLE. List all accounts separately, including contracts awarded, but not started. (If you need additional space, attach a separate sheet.)

Description	Amount Due	Date Due	Age of Account
23a. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23b. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23c. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23d. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23e. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23f. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23g. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23h. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23i. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23j. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23k. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
23l. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days

Add "Amount Due" from lines 23a through 23l = 23m \$ _____

Check this box when all spaces in Sect. 8 are filled in.

Name _____ SSN _____

Section 9
Monthly
Income and
Expense
Analysis

If only one spouse has a tax liability, but both have income, list the total household income and expenses.

<i>Total Income</i>		<i>Total Living Expenses</i>	
Source	Gross Monthly	Expense Items ⁴	Actual Monthly
24. Wages (Yourself) ¹	\$	35. Food, Clothing and Misc. ⁵	\$
25. Wages (Spouse) ¹		36. Housing and Utilities ⁶	
26. Interest - Dividends		37. Transportation ⁷	
27. Net Income from Business ²		38. Health Care	
28. Net Rental Income ³		39. Taxes (Income and FICA)	
29. Pension/Social Security (Yourself)		40. Court ordered payments	
30. Pension/Social Security (Spouse)		41. Child/dependent care	
31. Child Support		42. Life insurance	
32. Alimony		43. Other secured debt	
33. Other		44. Other expenses	
34. Total Income	\$	45. Total Living Expenses	\$

1 Wages, salaries, pensions, and social security: Enter your gross monthly wages and/or salaries. Do not deduct withholding or allotments you elect to take out of your pay, such as insurance payments, credit union deductions, car payments etc.

To calculate your gross monthly wages and/or salaries:

If paid weekly - multiply weekly gross wages by 4.3. Example: \$425.89 x 4.3 = \$1,831.33

If paid bi-weekly (every 2 weeks) - multiply bi-weekly gross wages by 2.17. Example: \$972.45 x 2.17 = \$2,110.22

If paid semi-monthly (twice each month) - multiply semi-monthly gross wages by 2. Example: \$856.23 x 2 = \$1,712.46

2 Net Income from Business: Enter your monthly net business income. This is the amount you earn after you pay ordinary and necessary monthly business expenses. This figure should relate to the yearly net profit from your Form 1040 Schedule C. If it is more or less than the previous year, you should attach an explanation. If your net business income is a loss, enter "0". Do not enter a negative number.

3 Net Rental Income: Enter your monthly net rental income. This is the amount you earn after you pay ordinary and necessary monthly rental expenses. If your net rental income is a loss, enter "0". Do not enter a negative number.

4 Expenses not generally allowed: We generally do not allow you to claim tuition for private schools, public or private college expenses, charitable contributions, voluntary retirement contributions, payments on unsecured debts such as credit card bills, cable television and other similar expenses. However, we may allow these expenses, if you can prove that they are necessary for the health and welfare of you or your family or for the production of income.

5 Food, Clothing and Misc.: Total of clothing, food, housekeeping supplies and personal care products for one month.

6 Housing and Utilities: For your principal residence: Total of rent or mortgage payment. Add the average monthly expenses for the following: property taxes, home owner's or renter's insurance, maintenance, dues, fees, and utilities. Utilities include gas, electricity, water, fuel, oil, other fuels, trash collection and telephone.

7 Transportation: Total of lease or purchase payments, vehicle insurance, registration fees, normal maintenance, fuel, public transportation, parking and tolls for one month.

ATTACHMENTS REQUIRED: Please include:

- A copy of your last Form 1040 with all Schedules.
- Proof of all current expenses that you paid for the past 3 months, including utilities, rent, insurance, property taxes, etc.
- Proof of all non-business transportation expenses (e.g., car payments, lease payments, fuel, oil, insurance, parking, registration).
- Proof of payments for health care, including health insurance premiums, co-payments, and other out-of-pocket expenses, for the past 3 months.
- Copies of any court order requiring payment and proof of such payments (e.g., cancelled checks, money orders, earning statements showing such deductions) for the past 3 months.



Check this box when all spaces in Sect. 9 are filled in and attachments provided.

Check this box when all spaces in all sections are filled in and all attachments provided.



Failure to complete all entry spaces may result in rejection or significant delay in the resolution of your account.

Certification: Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct and complete.



Your Signature _____

Spouse's Signature _____

Date _____



Collection Information Statement for Businesses

Department of the Treasury
Internal Revenue Service

www.irs.gov

Form 433-B (Rev. 5-2001)
Catalog Number 16649P

Complete all entry spaces with the most current data available.

Important! Write "N/A" (not applicable) in spaces that do not apply. We may require additional information to support "N/A" entries.

Failure to complete all entry spaces may result in rejection or significant delay in the resolution of your account.

Section 1 Business Information

Check this box when all spaces in Sect. 1 are filled in.

1a. Business Name _____
Business Street Address _____

City _____ **State** _____ **Zip** _____
County _____

1b. Business Telephone (____) _____

2a. Employer Identification No. (EIN) _____

2b. Type of Entity (Check appropriate box below)
 Partnership Corporation Other

2c. Type of Business _____

3a. Contact Name _____

3b. Contact's Business Telephone (____) _____
 Extension _____
 Best Time To Call _____ am _____ pm (Enter Hour)

3c. Contact's Home Telephone (____) _____
 Best Time To Call _____ am _____ pm (Enter Hour)

3d. Contact's Other Telephone (____) _____
 Telephone Type (i.e. fax, cellular, pager) _____

3e. Contact's E-mail Address _____

Section 2 Business Personnel and Contacts

Check this box when all spaces in Sect. 2 are filled in.

4. PERSON RESPONSIBLE FOR DEPOSITING PAYROLL TAXES

4a. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

5. PARTNERS, OFFICERS, MAJOR SHAREHOLDERS, ETC.

5a. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

5b. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

5c. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

5d. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

Section 3 Accounts/Notes Receivable

See page 6 for additional space, if needed.

Check this box when all spaces in Sect. 3 are filled in.

6. ACCOUNTS/NOTES RECEIVABLE. List all contracts separately, including contracts awarded, but not started.

Description	Amount Due	Date Due	Age of Account
6a. Name _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days
Street Address _____			<input type="checkbox"/> 30 - 60 days
City/State/Zip _____			<input type="checkbox"/> 60 - 90 days
			<input type="checkbox"/> 90+ days
6b. Name _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days
Street Address _____			<input type="checkbox"/> 30 - 60 days
City/State/Zip _____			<input type="checkbox"/> 60 - 90 days
			<input type="checkbox"/> 90+ days
6a + 6b = 6c	6c \$ _____		
Amount from Page 6 +	6p \$ _____		
6q. Total Accounts/Notes Receivable =	6c + 6p = 6q \$ _____		

Business Name _____ EIN _____

Section 4

Other Financial Information

- 7. OTHER FINANCIAL INFORMATION.** Respond to the following business financial questions.
- 7a.** Does this business have other business relationships (e.g. subsidiary or parent, corporation, partnership, etc.)? No Yes
If yes, list related EIN _____ Additional EIN _____
- 7b.** Does anyone (e.g. officer, stockholder, partner or employees) have an outstanding loan borrowed from the business? No Yes
If yes, amount of loan \$ _____ Date of loan _____ Current balance \$ _____
- 7c.** Are there any judgments or liens against your business? No Yes
If yes, who is the creditor? _____ Date creditor obtained judgment/lien _____ Amount of debt \$ _____
- 7d.** Is your business a party in a lawsuit? No Yes
If yes, amount of suit \$ _____ Possible completion date _____ Subject matter of suit _____
- 7e.** Has your business ever filed bankruptcy? No Yes
If yes, date filed _____ Date discharged _____ Petition No. _____
- 7f.** In the past 10 years have you transferred any assets from your business name for less than their actual value? No Yes
If yes, what asset? _____ Value of asset at time of transfer \$ _____
When was it transferred? _____ To whom or where was it transferred? _____
- 7g.** Do you anticipate any increase in business income (e.g. contracts bid but not yet awarded)? No Yes
If yes, why will the income increase? _____ (Attach sheet if you need additional space.)
How much will it increase? _____ When will the business income increase? _____
- 7h.** Is your business a beneficiary of a trust, an estate or a life insurance policy? No Yes
If yes, name of the trust, estate or policy? _____ Anticipated amount to be received? _____
When will the amount be received? _____

Check this box when all spaces in Sect. 4 are filled in.

Section 5

Business Assets

Current Value:
Indicate the amount you could sell the asset for today.

8. PURCHASED AUTOMOBILES, TRUCKS AND OTHER LICENSED ASSETS. Include boats, RV's, motorcycles, trailers, etc. (If you need additional space, attach a separate sheet.)

Description (Year, Make, Model, Mileage)	<input checked="" type="checkbox"/> Current Value	Loan Balance	Name of Lender	Purchase Date	Amount of Monthly Payment
8a. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____
8b. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____
8c. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____

9. LEASED AUTOMOBILES, TRUCKS AND OTHER LICENSED ASSETS. Include boats, RV's, motorcycles, trailers, etc. (If you need additional space, attach a separate sheet.)

Description (Year, Make, Model)	Lease Balance	Name of Lessor	Lease Date	Amount of Monthly Payment
9a. Year _____ Make/Model _____	\$ _____	_____	_____	\$ _____
9b. Year _____ Make/Model _____	\$ _____	_____	_____	\$ _____



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly car payment amount and current balance of the loan for each vehicle purchased or leased.

Business Name _____ EIN _____

Section 5
continued

Current Value:
Indicate the amount you could sell the asset for today.

***Date of Final Payment:**
Enter the date the loan or lease will be fully paid.

Check this box if you are attaching a depreciation schedule for machinery/equipment in lieu of completing line 11.

Check this box when all spaces in Sect. 5 are filled in and attachments provided.

10. REAL ESTATE. List all real estate owned by the business. (If you need additional space, attach a separate sheet.)

Street Address, City, State, Zip, and County	Date Purchased	Purchase Price	<input checked="" type="checkbox"/> Current Value	Loan Balance	Name of Lender or Lien Holder	Amount of Monthly Payment	*Date of Final Payment
10a. _____	_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____
10b. _____	_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	_____



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly payment amount and current balance for each piece of real estate owned.

11. BUSINESS ASSETS. List all business assets and encumbrances below, include Uniform Commercial Code (UCC) filings. (If you need additional space, attach a separate sheet.) Note: If attaching a depreciation schedule, the attachment must include all of the information requested below.

Description	<input checked="" type="checkbox"/> Current Value	Loan Balance	Name of Lender	Amount of Monthly Payment	*Date of Final Payment
11a. Machinery	\$ _____	\$ _____	_____	\$ _____	_____
Equipment	_____	_____	_____	_____	_____
Merchandise	_____	_____	_____	_____	_____
Other Assets: (List below)	_____	_____	_____	_____	_____
11b. _____	\$ _____	\$ _____	_____	\$ _____	_____
11c. _____	_____	_____	_____	_____	_____



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly payment amount and current loan balance for assets listed which have an encumbrance.

Section 6
Investment, Banking and Cash Information

12. INVESTMENTS. List all investment assets below. Include stocks, bonds, mutual funds, stock options and certificates of deposits.

Name of Company	Number of Shares / Units	<input checked="" type="checkbox"/> Current Value	Loan Amount	Used as collateral on loan?
12a. _____	_____	\$ _____	\$ _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
12b. _____	_____	_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
12c. Total Investments		\$ _____		

Business Name _____

EIN _____

Section 6
continued

Complete all entry spaces with the most current data available.

13. BANK ACCOUNTS. List all checking and savings accounts. (If you need additional space, attach a separate sheet.)

Type of Account	Full Name of Bank, Savings & Loan, Credit Union or Financial Institution	Bank Routing No.	Bank Account No.	Current Account Balance
13a. <u>Checking</u>	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
13b. <u>Checking</u>	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
13c. <u>Savings</u>	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
13d. Total Bank Account Balances				\$ _____



ATTACHMENTS REQUIRED: Please include your current bank statements (checking and savings) for the past three months for all accounts.

14. OTHER ACCOUNTS. List all accounts including brokerage accounts, money market, additional checking and savings accounts not listed on line #13 and any other accounts not listed in this section.

Type of Account	Full Name of Bank, Savings & Loan, Credit Union or Financial Institution	Bank Routing No.	Bank Account No.	Current Account Balance
14a. _____	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
14b. _____	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
14c. Total Other Account Balances				\$ _____



ATTACHMENTS REQUIRED: Please include your current bank statements (checking, savings, money market, and brokerage accounts) for the past three months for all accounts.

15. CASH ON HAND. Include any money that you have that is not in the bank.

15a. Total Cash on Hand \$ _____

16. AVAILABLE CREDIT. List all lines of credit, including credit cards.

Full Name of Credit Institution	Credit Limit	Amount Owed	Available Credit
16a. Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
16b. Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
16c. Total Credit Available			\$ _____

Check this box when all spaces in Sect. 6 are filled in and attachments provided.

Business Name _____ EIN _____

Section 7
Monthly
Income and
Expenses

Complete all entry spaces with the most current data available.

17. The following information applies to income and expenses from your most recently filed Form 1120 or Form 1065.
Fiscal Year Period _____ to _____
18. Accounting Method Used: Cash Accrual

The information included on lines 19 through 39 should reconcile to your business federal tax return.

Total Income		Total Expenses	
Source	Gross Monthly	Expense Items	Actual Monthly
19. Gross Receipts	\$ _____	27. Materials Purchased ¹	\$ _____
20. Gross Rental Income	_____	28. Inventory Purchased ²	_____
21. Interest	_____	29. Gross Wages & Salaries	_____
22. Dividends	_____	30. Rent	_____
Other Income (specify in lines 23-25)	_____	31. Supplies ³	_____
23. _____	_____	32. Utilities / Telephone ⁴	_____
24. _____	_____	33. Vehicle Gasoline / Oil	_____
25. _____	_____	34. Repairs & Maintenance	_____
(Add lines 19 through 25)	_____	35. Insurance	_____
26. TOTAL INCOME	\$ _____	36. Current Taxes ⁵	_____
		Other Expenses	_____
		(include installment payments, specify in lines 37-38)	_____
		37. _____	_____
		38. _____	_____
		(Add lines 27 through 38)	_____
		39. TOTAL EXPENSES	_____

- ¹ **Materials Purchased:** Materials are items directly related to the production of a product or service.
- ² **Inventory Purchased:** Goods bought for resale.
- ³ **Supplies:** Supplies are items used in your business that are consumed or used up within one year, this could be the cost of books, office supplies, professional instruments, etc.
- ⁴ **Utilities:** Utilities include gas, electricity, water, fuel, oil, other fuels, trash collection and telephone.
- ⁵ **Current Taxes:** Real estate, state and local income tax, excise, franchise, occupational, personal property, sales and the employer's portion of employment taxes.

Check this box when all spaces in Sect. 7 are filled in.

Check this box when all spaces in all sections are filled in and all attachments provided.



Failure to complete all entry spaces may result in rejection or significant delay in the resolution of your account.

Certification: Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct and complete.

Print Name Title

Your Signature Date

Business Name _____

EIN _____

Section 3
Accounts/
Notes
Receivable
continued

Use only if
needed.

Check this
box if this
page is not
needed.

ACCOUNTS/NOTES RECEIVABLE CONTINUATION PAGE. List all contracts separately, including contracts awarded, but not started. (If you need additional space, copy this page and attach to the 433-B package.)

Description	Amount Due	Date Due	Age of Account
6d. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6e. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6f. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6g. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6h. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6i. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6j. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6k. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6l. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6m. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6n. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6o. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days

Check this box
when all spaces in
Sect. 3 are filled in.

Add lines 6d through 6o = 6p \$ _____

(Add this amount to amount
on line 6c, Section 3, page 1)



Collection Information Statement for Businesses

Department of the Treasury
Internal Revenue Service

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Form 433-B (Rev. 5-2001)
Catalog Number 16649P

Complete all entry spaces with the most current data available.

Important! Write "N/A" (not applicable) in spaces that do not apply. We may require additional information to support "N/A" entries.

Failure to complete all entry spaces may result in rejection or significant delay in the resolution of your account.

Section 1 Business Information

1a. Business Name _____
Business Street Address _____

City _____ **State** _____ **Zip** _____
County _____

1b. Business Telephone (____) _____

2a. Employer Identification No. (EIN) _____

2b. Type of Entity (Check appropriate box below)
 Partnership Corporation Other

2c. Type of Business _____

3a. Contact Name _____

3b. Contact's Business Telephone (____) _____
 Extension _____
 Best Time To Call _____ am _____ pm (Enter Hour)

3c. Contact's Home Telephone (____) _____
 Best Time To Call _____ am _____ pm (Enter Hour)

3d. Contact's Other Telephone (____) _____
 Telephone Type (i.e. fax, cellular, pager) _____

3e. Contact's E-mail Address _____

Check this box when all spaces in Sect. 1 are filled in.

Section 2 Business Personnel and Contacts

4. PERSON RESPONSIBLE FOR DEPOSITING PAYROLL TAXES

4a. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

5. PARTNERS, OFFICERS, MAJOR SHAREHOLDERS, ETC.

5a. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

5b. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

5c. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

5d. Full Name _____ **Title** _____ **Social Security Number** _____ | _____ | _____
Home Street Address _____ **Home Telephone** (____) _____
City _____ **State** _____ **Zip** _____ **Ownership Percentage & Shares or Interest** _____

Check this box when all spaces in Sect. 2 are filled in.

Section 3 Accounts/Notes Receivable

6. ACCOUNTS/NOTES RECEIVABLE. List all contracts separately, including contracts awarded, but not started.

Description	Amount Due	Date Due	Age of Account
6a. Name _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days
Street Address _____			<input type="checkbox"/> 30 - 60 days
City/State/Zip _____			<input type="checkbox"/> 60 - 90 days
			<input type="checkbox"/> 90+ days
6b. Name _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days
Street Address _____			<input type="checkbox"/> 30 - 60 days
City/State/Zip _____			<input type="checkbox"/> 60 - 90 days
			<input type="checkbox"/> 90+ days
6a + 6b = 6c	6c \$ _____		
Amount from Page 6	6p \$ _____		
6q. Total Accounts/Notes Receivable	6c + 6p = 6q \$ _____		

Check this box when all spaces in Sect. 3 are filled in.

Business Name _____ EIN _____

Section 4
Other
Financial
Information

- 7. OTHER FINANCIAL INFORMATION.** Respond to the following business financial questions.
- 7a.** Does this business have other business relationships (e.g. subsidiary or parent, corporation, partnership, etc.)? No Yes
If yes, list related EIN _____ Additional EIN _____
- 7b.** Does anyone (e.g. officer, stockholder, partner or employees) have an outstanding loan borrowed from the business? No Yes
If yes, amount of loan \$ _____ Date of loan _____ Current balance \$ _____
- 7c.** Are there any judgments or liens against your business? No Yes
If yes, who is the creditor? _____ Date creditor obtained judgment/lien _____ Amount of debt \$ _____
- 7d.** Is your business a party in a lawsuit? No Yes
If yes, amount of suit \$ _____ Possible completion date _____ Subject matter of suit _____
- 7e.** Has your business ever filed bankruptcy? No Yes
If yes, date filed _____ Date discharged _____ Petition No. _____
- 7f.** In the past 10 years have you transferred any assets from your business name for less than their actual value? No Yes
If yes, what asset? _____ Value of asset at time of transfer \$ _____
When was it transferred? _____ To whom or where was it transferred? _____
- 7g.** Do you anticipate any increase in business income (e.g. contracts bid but not yet awarded)? No Yes
If yes, why will the income increase? _____ (Attach sheet if you need additional space.)
How much will it increase? _____ When will the business income increase? _____
- 7h.** Is your business a beneficiary of a trust, an estate or a life insurance policy? No Yes
If yes, name of the trust, estate or policy? _____ Anticipated amount to be received? _____
When will the amount be received? _____

Check this box when all spaces in Sect. 4 are filled in.

Section 5
Business
Assets

Current Value:
Indicate the amount you could sell the asset for today.

8. PURCHASED AUTOMOBILES, TRUCKS AND OTHER LICENSED ASSETS. Include boats, RV's, motorcycles, trailers, etc. (If you need additional space, attach a separate sheet.)

Description (Year, Make, Model, Mileage)	<input checked="" type="checkbox"/> Current Value	Loan Balance	Name of Lender	Purchase Date	Amount of Monthly Payment
8a. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____
8b. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____
8c. Year _____ Make/Model _____ Mileage _____	\$ _____	\$ _____	_____	_____	\$ _____

9. LEASED AUTOMOBILES, TRUCKS AND OTHER LICENSED ASSETS. Include boats, RV's, motorcycles, trailers, etc. (If you need additional space, attach a separate sheet.)

Description (Year, Make, Model)	Lease Balance	Name of Lessor	Lease Date	Amount of Monthly Payment
9a. Year _____ Make/Model _____	\$ _____	_____	_____	\$ _____
9b. Year _____ Make/Model _____	\$ _____	_____	_____	\$ _____



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly car payment amount and current balance of the loan for each vehicle purchased or leased.

Business Name _____ EIN _____

Section 5
continued

Current Value:
Indicate the amount you could sell the asset for today.

***Date of Final Payment:**
Enter the date the loan or lease will be fully paid.

Check this box if you are attaching a depreciation schedule for machinery/equipment in lieu of completing line 11.

Check this box when all spaces in Sect. 5 are filled in and attachments provided.

10. REAL ESTATE. List all real estate owned by the business. (If you need additional space, attach a separate sheet.)

Street Address, City, State, Zip, and County	Date Purchased	Purchase Price	<input type="checkbox"/> Current Value	Loan Balance	Name of Lender or Lien Holder	Amount of Monthly Payment	*Date of Final Payment
10a. _____ _____ _____		\$ _____	\$ _____	\$ _____		\$ _____	
10b. _____ _____ _____		\$ _____	\$ _____	\$ _____		\$ _____	



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly payment amount and current balance for each piece of real estate owned.

11. BUSINESS ASSETS. List all business assets and encumbrances below, include Uniform Commercial Code (UCC) filings. (If you need additional space, attach a separate sheet.) Note: If attaching a depreciation schedule, the attachment must include all of the information requested below.

Description	<input type="checkbox"/> Current Value	Loan Balance	Name of Lender	Amount of Monthly Payment	*Date of Final Payment
11a. Machinery	\$ _____	\$ _____		\$ _____	

Equipment					

Merchandise					
Other Assets: (List below)					
11b. _____	\$ _____	\$ _____		\$ _____	
11c. _____					



ATTACHMENTS REQUIRED: Please include your current statement from lender with monthly payment amount and current loan balance for assets listed which have an encumbrance.

Section 6
Investment, Banking and Cash Information

12. INVESTMENTS. List all investment assets below. Include stocks, bonds, mutual funds, stock options and certificates of deposits.

Name of Company	Number of Shares / Units	<input type="checkbox"/> Current Value	Loan Amount	Used as collateral on loan?
12a. _____		\$ _____	\$ _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
12b. _____				<input type="checkbox"/> No <input type="checkbox"/> Yes
12c. Total Investments		\$ _____		

Business Name _____ EIN _____

Section 6
continued

Complete all entry spaces with the most current data available.

13. BANK ACCOUNTS. List all checking and savings accounts. (If you need additional space, attach a separate sheet.)

Type of Account	Full Name of Bank, Savings & Loan, Credit Union or Financial Institution	Bank Routing No.	Bank Account No.	Current Account Balance
13a. <u>Checking</u>	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
13b. <u>Checking</u>	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
13c. <u>Savings</u>	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
13d. Total Bank Account Balances				\$ _____



ATTACHMENTS REQUIRED: Please include your current bank statements (checking and savings) for the past three months for all accounts.

14. OTHER ACCOUNTS. List all accounts including brokerage accounts, money market, additional checking and savings accounts not listed on line #13 and any other accounts not listed in this section.

Type of Account	Full Name of Bank, Savings & Loan, Credit Union or Financial Institution	Bank Routing No.	Bank Account No.	Current Account Balance
14a. _____	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
14b. _____	Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
14c. Total Other Account Balances				\$ _____



ATTACHMENTS REQUIRED: Please include your current bank statements (checking, savings, money market, and brokerage accounts) for the past three months for all accounts.

15. CASH ON HAND. Include any money that you have that is not in the bank.

15a. Total Cash on Hand \$ _____

16. AVAILABLE CREDIT. List all lines of credit, including credit cards.

Full Name of Credit Institution	Credit Limit	Amount Owed	Available Credit
16a. Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
16b. Name _____ Street Address _____ City/State/Zip _____	_____	_____	\$ _____
16c. Total Credit Available			\$ _____

Check this box when all spaces in Sect. 6 are filled in and attachments provided.

Business Name _____ EIN _____

Section 7
Monthly
Income and
Expenses

Complete all entry spaces with the most current data available.

17. The following information applies to income and expenses from your most recently filed Form 1120 or Form 1065.
Fiscal Year Period _____ to _____
18. Accounting Method Used: Cash Accrual

The information included on lines 19 through 39 should reconcile to your business federal tax return.

Total Income		Total Expenses	
Source	Gross Monthly	Expense Items	Actual Monthly
19. Gross Receipts	\$ _____	27. Materials Purchased ¹	\$ _____
20. Gross Rental Income	_____	28. Inventory Purchased ²	_____
21. Interest	_____	29. Gross Wages & Salaries	_____
22. Dividends	_____	30. Rent	_____
Other Income (specify in lines 23-25)	_____	31. Supplies ³	_____
23. _____	_____	32. Utilities / Telephone ⁴	_____
24. _____	_____	33. Vehicle Gasoline / Oil	_____
25. _____	_____	34. Repairs & Maintenance	_____
(Add lines 19 through 25)	_____	35. Insurance	_____
26. TOTAL INCOME	\$ _____	36. Current Taxes ⁵	_____
		Other Expenses (include installment payments, specify in lines 37-38)	
		37. _____	_____
		38. _____	_____
		(Add lines 27 through 38)	
		39. TOTAL EXPENSES	\$ _____

- ¹ **Materials Purchased:** Materials are items directly related to the production of a product or service.
- ² **Inventory Purchased:** Goods bought for resale.
- ³ **Supplies:** Supplies are items used in your business that are consumed or used up within one year, this could be the cost of books, office supplies, professional instruments, etc.
- ⁴ **Utilities:** Utilities include gas, electricity, water, fuel, oil, other fuels, trash collection and telephone.
- ⁵ **Current Taxes:** Real estate, state and local income tax, excise, franchise, occupational, personal property, sales and the employer's portion of employment taxes.

Check this box when all spaces in Sect. 7 are filled in.

Check this box when all spaces in all sections are filled in and all attachments provided.



Failure to complete all entry spaces may result in rejection or significant delay in the resolution of your account.

Certification: Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct and complete.

Print Name

Title



Your Signature

Date

Business Name _____ EIN _____

Section 3
Accounts/
Notes
Receivable
continued

Use only if needed.

Check this box if this page is not needed.

ACCOUNTS/NOTES RECEIVABLE CONTINUATION PAGE. List all contracts separately, including contracts awarded, but not started. (If you need additional space, copy this page and attach to the 433-B package.)

Description	Amount Due	Date Due	Age of Account
6d. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6e. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6f. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6g. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6h. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6i. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6j. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6k. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6l. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6m. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6n. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days
6o. Name _____ Street Address _____ City/State/Zip _____	\$ _____	_____	<input type="checkbox"/> 0 - 30 days <input type="checkbox"/> 30 - 60 days <input type="checkbox"/> 60 - 90 days <input type="checkbox"/> 90+ days

Check this box when all spaces in Sect. 3 are filled in.

Add lines 6d through 6o = 6p \$ _____

(Add this amount to amount on line 6c, Section 3, page 1)

Offer in Compromise (OIC) Application Fee Worksheet

Keep this worksheet for your records.
Do not send to IRS.-

If your OIC is based solely on Doubt as to Liability, do not submit the fee.

If you answered YES to any of the questions on page 3, **then do not proceed any further.** You are not eligible to have your offer considered at this time.

If you answered NO to all of the questions on page 3, then you may be eligible to have your offer considered and you may proceed completing the worksheet. However, it is important that you use the current version Form 656, *Offer in Compromise*, and Forms 433-A, *Collection Information Statement for Wage Earners and Self-Employed Individuals*, and/or 433-B, *Collection Information Statement for Businesses* that are included in this package.

The application fee does not apply to individuals whose income falls at or below levels based on poverty guidelines established by the U.S. Department of Health and Human Services (HHS) under authority of section 673(2) of the Omnibus Reconciliation Act of 1981 (95 Stat. 357, 511). The exception for taxpayers with incomes below these levels only applies to individuals; it does not apply to other entities such as corporations or partnerships.

If you are an individual, follow the steps below to determine if you must remit the application fee along with your Form 656, Offer in Compromise.

- Family Unit Size** _____. Enter the total number of dependents (including yourself and your spouse) listed in Section 1 of Form 433-A, *Collection Information Statement for Wage Earners and Self-Employed Individuals*.
- Total Monthly Income** _____. Enter the amount of your total monthly income from Section 9, Line 34 of the Form 433-A, *Collection Information Statement for Wage Earners and Self-Employed Individuals*.
- Compare the information you entered in items 1 and 2, above, to the monthly Application Fee Income Exception Levels table below. Find the "Family Unit Size" equal to the number you entered in item 1. Next, find the column which represents where you reside (48 Contiguous States, DC ..., Hawaii or Alaska). Compare the "Total Income" you entered in item 2 to the number in the row and column that corresponds to your family unit size and residence. *For example, if you reside in one of the 48 contiguous states, and your family unit size from item 1 above is 4, and your total monthly income from item 2 above is \$1500, then you are exempt from the fee because your income is less than the \$1,667 guideline amount.*

2003-2005 Application Fee Income Exception Levels

Family Unit Size	48 Contiguous States, DC, US Possessions, Residents of Foreign Countries	Hawaii	Alaska
1	\$833	\$917	\$1,000
2	\$1,083	\$1,250	\$1,333
3	\$1,333	\$1,583	\$1,667
4	\$1,667	\$1,833	\$2,000
5	\$1,917	\$2,167	\$2,333
6	\$2,167	\$2,500	\$2,667
7	\$2,417	\$2,833	\$3,000
8	\$2,667	\$3,083	\$3,333
For each additional person, add	\$333	\$333	\$417

SOURCE: Based on 2002 HHS Poverty Guidelines, Federal Register, Vol. 67, No. 31, February 14, 2002, pp. 6931-6933, increased to account for 5% inflation through 2005, rounded up to the nearest \$1,000.

- If the total income you entered in item 2 is **more** than the amount shown for your family unit size and residence in the monthly Application Fee Income Exception Levels table above, **you must send the \$150 application fee with each OIC you submit.**

Your check or money order should be made payable to the "United States Treasury" and attached to the front of your Form 656, *Offer in Compromise*. **Do not send cash.** Send a separate application fee with each OIC; do not combine it with any other tax payments as this may delay processing of your OIC. Your OIC will be returned to you without further consideration if the application fee is not properly remitted, or if your check is returned for insufficient funds.

- If the total income you entered in item 2 is **equal to or less than** the amount shown for your family unit size and residence in the table above, do not send the application fee. Sign and date Form 656-A, *Income Certification for Offer in Compromise Application Fee*. **Attach the certification and this worksheet to the front of your Form 656.**

Form 656-A

Income Certification for Offer in Compromise Application Fee

(For Individual Taxpayer Only)

If you are not required to submit the fee based on your income level, you must complete this form and attach both it and the worksheet to the front of your Form 656.

Your name *(Please print)*

Social security number (SSN) **or**
Taxpayer identification number (TIN)

Spouse's name *(Please print)*

Social security number (SSN) **or**
Taxpayer identification number (TIN)

Signature Certification

I certify under penalty of perjury that I am not required to submit an offer in compromise application fee based on my family unit size and income.

Your signature

Date

Spouse's signature *(if submitting a joint offer)*

Date

NOTE: If the Internal Revenue Service determines that you were required to pay a fee, your offer in compromise will be returned without further consideration.



Department of the Treasury
Internal Revenue Service

www.irs.gov

Form 656-A (Rev. 7-2004)p
Catalog Number 28300Xp

Form 656-A

Income Certification for Offer in Compromise Application Fee

(For Individual Taxpayer Only)

If you are not required to submit the fee based on your income level, you must complete this form and attach both it and the worksheet to the front of your Form 656.

Your name *(Please print)*

Social security number (SSN) **or**
Taxpayer identification number (TIN)

Spouse's name *(Please print)*

Social security number (SSN) **or**
Taxpayer identification number (TIN)

Signature Certification

I certify under penalty of perjury that I am not required to submit an offer in compromise application fee based on my family unit size and income.

Your signature

Date

Spouse's signature *(if submitting a joint offer)*

Date

NOTE: If the Internal Revenue Service determines that you were required to pay a fee, your offer in compromise will be returned without further consideration.



Department of the Treasury
Internal Revenue Service

www.irs.gov

Form 656-A (Rev. 7-2004)
Catalog Number 28300X

Note to Client:
Inside back cover,
Cover 3 — Blank

Note to Client:
Outside back cover,
Cover 4 — Blank