



TENNESSEE DEPARTMENT OF REVENUE



OFFER IN COMPROMISE APPLICATION

The Following Pages Contain:

- ◆ Offer in Compromise Policy Statement
- ◆ Information You Need to Know Before Submitting An Offer
- ◆ Worksheet To Help Calculate An Offer Amount
- ◆ Instructions For Completing The Offer In Compromise Application
- ◆ Offer In Compromise Application - Form OIC-1
- ◆ Statement of Financial Condition for Individuals - Form CS-14B
- ◆ Statement of Financial Condition for Businesses - Form CS-14C

OFFER IN COMPROMISE POLICY STATEMENT

The Commissioner of Revenue is authorized under Tenn. Code Ann. § 67-1-102 to compromise tax liabilities if a compromise is determined to be in the best interest of the State. Compromises may be subject to the approval of the Attorney General and Reporter and the Comptroller of the Treasury.

The Tennessee Department of Revenue (the Department) will accept an Offer in Compromise (OIC) only if it is determined that the tax liability cannot be collected in full, the amount offered reasonably reflects collection potential, and the compromise is in the best interest of the State. An offer in compromise application will be accepted only if the taxpayer makes an offer that reflects their maximum ability to pay. Applicants should not expect a counteroffer from the Department. The taxpayer is required to provide full disclosure of financial condition; failure to provide complete documentation with the application may result in rejection of the application.

Submission of an offer in compromise application does not halt collection activity or alter the payment requirements of any current installment payment plan. Collection activity will continue pending review of the Taxpayer's application; to avoid levy actions, please contact Collection Services at 615-741-7071 to make payment arrangements. If the Taxpayer has an installment payment agreement, the Taxpayer must continue to make payments under the terms of the agreement. If the offer is accepted, payments received while the application was pending will be applied to the compromised liability. Failure to stay current on all filing requirements and make payments by the applicable due date could result in denial of the application.

The Department is available to discuss with the taxpayer the terms and conditions of the OIC program and all filing requirements. If it is determined that an OIC may be a possible remedy for a tax debt, the taxpayer may obtain the necessary forms from the Department and if necessary, receive assistance with its preparation.

BASIC INFORMATION CONCERNING OFFERS IN COMPROMISE

- ◆ Submission of an offer in compromise application does not halt collection activity or alter the payment requirements of any current installment payment plan. Any installment payment arrangement already in effect will be continued while the offer is considered. Collection activity will continue, and interest and penalty will continue to accrue on any unpaid tax debt while the offer is being considered.
- ◆ Any payment made with the offer, or while it is being reviewed, will be applied to the compromised liability in the case of acceptance. Payments will not be refunded if the offer is declined or withdrawn.
- ◆ The Department may request additional documentation to verify financial or other information concerning the offer. The financial investigation may require verification of financial data by visual inspection of records or assets and personal interview.
- ◆ Offers submitted should reflect the taxpayer's maximum ability to pay, and taxpayers should not expect a counter offer from the Department. If Department investigators determine that a larger offer amount is necessary to justify acceptance, the Department may provide the applicant with an opportunity to amend the offer accordingly.
- ◆ All information and statements provided by the applicant are subject to verification, and are submitted under oath.
- ◆ The application is to be submitted only on Form OIC-1, and must include the required financial disclosure form(s). A copy of Form OIC-1 may be used provided no changes have been made to the form. Depending upon the legal structure of the applicant, the following financial disclosure forms are required.

<u>Legal Structure</u>	<u>Form(s) Required</u>
Individual	CS-14B
Proprietorship	CS-14B & CS-14C
Partnership	CS-14B & CS-14C
Corporation	CS-14C
Trust/Estate	CS-14C
Corporate Officer	CS-14B

- ◆ Individual applicants must submit Form CS-14B, (Statement of Financial Condition for Individuals). Self-employed applicants must submit both forms CS-14B (Statement of Financial Condition for Individuals) and CS-14C, (Statement of Financial Condition for Businesses). Corporations or partnerships must submit Form CS-14C (Statement of Financial Condition for Businesses) may also be required of corporate officers or business partners. Applicants may obtain the application and financial forms at any of 6 regional offices listed on Page 4 of Form OIC-1, or download from the website.
- ◆ Any collection by the Department prior to the offer or any refund to which the Department is entitled under its offset provision cannot be considered part of an offer.
- ◆ An offer cannot be considered until all required tax returns have been filed. Timely filing of all tax returns is required while the offer is pending.
- ◆ Tax liens will be released only after an offer is accepted and the amount offered is paid in full.

HOW TO CALCULATE AN OFFER

A statement of Financial Condition should be completed in order to determine the amount of the offer. Form CS-14-B for individuals or Form CS-14C for businesses should be used for this purpose. The applicant’s net worth and disposable income as determined by the financial statement should form the basis for the offer because these amounts are otherwise available to the Department as sources of collection. Please use the worksheet below to assist in calculating the value of financial resources upon which the offer may be based.

“DOUBT AS TO COLLECTABILITY” OFFER

Individual

- 1) Net Worth [Item 32, from Form CS 14B] \$ _____
- 2) Net Monthly Household Disposable Income x 60 [Item 43, from Form CS-14B] \$ _____
- 3) Total Value [Combine Items 1 and 2] \$ _____

Business

- 1) Net Worth [Item 26, from Form CS 14C] \$ _____
- 2) Net Monthly Income x 60 [Item 28, from Form CS-14C] \$ _____
- 3) Total Value [Combine Items 1 and 2] \$ _____

The total of Net Worth plus Net Household Disposable Income (Net Worth plus Net Income if a business) is an amount that the Department considers a reasonable basis for an offer. If the Total Value is greater than the total tax liability then it should be considered that the applicant has financial resources sufficient to pay in full and should not apply for an offer. (Note: If the applicant is self-employed, combine the Total Value amounts for individual and business to determine a reasonable offer amount.)

IF THE OFFER IS ACCEPTED

The Department will notify the applicant by mail if the offer is accepted. Payment of the accepted offer must be made by the payment due date as indicated on the acceptance letter. Any issued and recorded tax lien subject to the accepted offer will be released and mailed as promptly as possible upon full payment of the offer. Payment of the offer by cashier’s check or money order will assure faster satisfaction of the lien. Compliance with all terms and conditions of the offer is required, including the timely filing and payment of all required tax returns for a period of five years from the date the offer is accepted. Failure to comply will result in the offer being voided and resumption of collection on the total balance due.

IF THE OFFER IS DECLINED

The applicant will be notified by mail if the offer is declined. The applicant should immediately contact the Department to arrange payment of the entire liability. If immediate payment of the entire liability is not possible, the applicant may request payment through a Department-approved installment payment agreement. Tennessee law makes no provision for appeal of a declined offer.

RETURNING THE OFFER

The Department may reject the application as not processable for any of the following reasons:

- (1) The applicant is not adequately identified (name, address, ID#, etc.) or required signatures are not provided.
- (2) An offer of “zero” or “none” cannot be considered.
- (3) The offer includes an amount already collected or subject to refund offset.
- (4) The tax liability is not adequately identified.
- (5) The offer does not show a reason (“Doubt as to Collectability”) or the summary statement supporting the reason for the offer has not been provided.
- (6) Financial statements have not been included or are incomplete.
- (7) The Department’s records indicate noncompliance with filing of required returns.
- (8) The applicant is currently under bankruptcy court jurisdiction.
- (9) Power of Attorney Form (if indicated) has not been included.

INSTRUCTIONS FOR COMPLETING FORM OIC-1

Item 1 Enter the applicant’s full name, street address, social security, FEI number (if applicable), and daytime phone number. If the tax liability is owed by more than one person, identify each person or business for which the offer is made.

Item 2 Enter the mailing address, if different from the street address.

Item 3 Place an “X” in the box next to the term or terms that identifies the applicant’s legal structure.

Item 4 Enter the offer amount. (Refer to page 3 of these instructions, “How To Calculate An Offer”.) Place an “X” in the box next to the method of payment, and indicate the preferred payment terms.

Item 5 Place an “X” in the appropriate box to identify the distribution of any payment made with the offer, in the event the offer is declined or withdrawn.

Item 6 Place an “X” to identify the involved tax type(s). Specify the account number (social security, sales & use tax, withholding tax, etc.) and the period for which the offer is made. Please contact the Department if you need to confirm any periods of liability.

Item 7 The Department may legally compromise a tax liability for one reason:
“Doubt as to Collectability” - The applicant doubts his ability to ever pay the full amount of tax owed.

(Note: The Department will not accept a compromise based on doubt as to collectability when there is no doubt that the full amount can be collected.)

Item 8 Identify the source of the amount offered if from a loan or gift.

Item 9 Identify the source of the amount offered if not from yourself.

Item 10 Provide a detailed statement explaining the reason for the offer. You may attach any documents that support the statement.

Item 11 A completed and signed Power of Attorney Form (Department of Revenue Form RV-F0103801) must be attached if an attorney, accountant, or other agent represents you.

Item 12 It is important that the Terms and Conditions listed in this section are understood. Pay particular attention to Items “d” and “g”, as they address future compliance provisions and refund offers. All persons submitting the offer must sign and date the application.

Item 13 The applicant may at his discretion, allow the Department to exchange information regarding a pending or completed offer with the IRS. All information in this section must be provided including applicant signature(s) and date.



Tennessee Department of Revenue Offer in Compromise Application

1. Applicant(s) Name and Street Address	SS #
	SS #
	FEI #
	County
	Daytime Phone # ()

2. Applicant(s) Mailing Address (If different from above)	3. Applicant(s) Legal Structure
	<input type="checkbox"/> Individual <input type="checkbox"/> Proprietorship
	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
	<input type="checkbox"/> Trust/Estate <input type="checkbox"/> Corp. Officer(s)

4. I/We Offer to pay the amount of \$_____ to compromise and settle the tax liabilities listed in Section 6 below and will pay this amount in the following manner: (Check One Only)

Paid in full with this offer. (Make check payable to the "Tennessee Department of Revenue")

A deposit of \$ _____ is attached, the balance to be paid within 30 days from acceptance.

Offer will be paid in _____ monthly payments of _____ .

5. The Tennessee Department of Revenue will immediately deposit any payment made with this offer. The deposit of this payment constitutes neither a waiver of any of the Department's rights, nor acceptance of the offer.

6. Description of Tax Liabilities To Be Compromised

Tax Type	Account Number	Period(s)
<input type="checkbox"/> Individual Income Tax		
<input type="checkbox"/> Sales & Use Tax		
<input type="checkbox"/> Franchise & Excise Tax		
<input type="checkbox"/> Other (Specify)		

7. Reason for Offer:

8. If any or all of the amount offered is from a loan or gift, provide the name of the lender or donor.

9. If any or all of the amount offered is from a source other than a loan or gift, provide the name of the source.

10. Summary Statement Supporting Reason for Offer (Required)

11. If you are represented by an attorney, accountant or agent, please provide the following contact information:

Name

Firm

Mailing Address

Phone Number ()

(Attach Power of Attorney - Use Department of Revenue Form RV-F0103801 Only)

12. TERMS AND CONDITIONS

By submitting this offer and signing below, I/we understand and agree to the Department's Offer in Compromise TERMS AND CONDITIONS as follows:

- a) I/we voluntarily submit any payment made with this offer.
- b) The Department will apply any payment made under the terms of this offer according to the best interests of the State.
- c) If the Department rejects the offer or if the offer is withdrawn, the Department will treat any amount paid with the offer as payment toward the outstanding tax liability.
- d) I/we will remain in compliance with all tax return filing provisions of the Tennessee Revenue Code while this offer is pending. I/we will comply with these provisions for a period of five (5) years from the date of notification of acceptance of this offer.
- e) The offer becomes officially acknowledged once written notification of receipt has been made by an authorized Department official. The offer remains pending until an authorized Department official issues notification of acceptance or rejection, or until the offer is withdrawn by me/us.
- f) I/we understand that collection activity is normally suspended while an offer is pending; however, such suspension is not required by law. I/we further understand that collection activity may continue if it is determined to be in the State's best interests, or if it is otherwise determined that the filing of the offer has not been made in good faith.
- g) The Department will retain and apply any payment(s) toward the liability for which this offer is made, if such payment was made prior to receipt of the offer by the Department. The Department will retain and apply all credits due to refund offset when such credits are received prior to the full payment of an accepted offer.
- h) I/we understand that the tax I/we owe is, and will remain, a tax liability until I/we meet all the terms and conditions of the offer. If I/we file bankruptcy before the terms and conditions of the offer are completed, any claim the Department files in a bankruptcy proceeding will be a tax claim.
- i) If I/we fail to meet the terms and conditions of an accepted offer, the compromise will be considered null and void. The Department will continue to add applicable interest and penalty on the total unpaid balance until paid in full. In addition, the Department may:
 - 1) Immediately issue and record any tax liens necessary to protect the State's legal interest;
 - 2) Proceed with enforced collection of the total outstanding liability;
 - 3) Apply amounts already paid under the offer to the total liability.

I/WE HAVE EXAMINED THIS OFFER, INCLUDING ACCOMPANYING SCHEDULES AND STATEMENTS, AND HEREBY AFFIRM THAT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE.

APPLICANT'S SIGNATURE

DATE

APPLICANT'S SIGNATURE

DATE

POWER OF ATTORNEY SIGNATURE

DATE

NOTE: Department Forms CS-14B (Statement of Financial Condition for Individuals) and/or CS-14C (Statement of Financial Condition for Businesses) must be completed, signed and attached in order for this offer to be complete. Department personnel may request verification of the financial information provided on these forms and may request additional information.

13. DISCLOSURE AGREEMENT

This section is to be completed only if an Offer In Compromise is currently pending or has been recently acted upon by the IRS for the applicant. Separate signature(s) are required for this section.

<input type="checkbox"/> Completed (Date <small>(mm/dd/yyyy)</small>)	<input type="checkbox"/> Accepted (Amount \$ _____) or <input type="checkbox"/> Declined	
<input type="checkbox"/> Pending (Date <small>(mm/dd/yyyy)</small>)	IRS Agent Assigned	
<input type="checkbox"/> To be Filed (Date <small>(mm/dd/yyyy)</small>)	Phone Number	
Tax Period(s) Covered	Amount Owed \$	SS # or FEI #

By my/our signature(s) below, I/we authorize the Tennessee Department of Revenue and the Internal Revenue Service to exchange information from their respective files regarding my/our pending or completed Offer in Compromise.

_____	_____
APPLICANT'S SIGNATURE	DATE
_____	_____
APPLICANT'S SIGNATURE	DATE
_____	_____
ATTORNEY'S OR ACCOUNTANT'S SIGNATURE	DATE

For information or assistance, contact one of the following Collection Services Regional Offices:

Memphis
3150 N. Appling Road
Bartlett, TN 38133
(901) 213-1451

Chattanooga
1301 Riverfront Parkway, Suite 203.
Chattanooga, TN 37402
(423) 634-6288

Jackson
Suite 301 Box 34
State Office Building
225 Martin Luther King Jr. Dr.
Jackson, TN 38301
(731) 423-5745

Knoxville
7175 Strawberry Plains Pike, Suite 300
Knoxville, TN 37914
(865) 594-6081

Johnson City
204 High Point Dr.
Johnson City, TN 37601
(423) 854-5364

Nashville
Andrew Jackson State Office Bldg., 8th Floor
500 Deaderick St. Nashville, TN 37242
(615) 360-0401

SECTION IV - ASSETS

22. Cash TOTAL (Enter also on Page 3, Item 30-A) \$

23. Bank or Credit Union Accounts (Checking, Savings, Certificate of Deposit, etc.)

Name of Institution	Account Number	Type of Account	Balance
			\$
TOTAL (Enter also on Page 3, Item 30-B)			\$

24. Bank Credit Cards (i.e., Visa, Mastercard, Discover, American Express, etc.)

Name of Issuer	Account Number	Credit Limit	Amount Owed	Credit Available
				\$
TOTAL (Enter also on Page 3, Item 30-C)				\$

25. Securities (Stocks, Bonds, Mutual Funds, IRA, Government Securities, Money Market Funds, etc.)

Type	Issuer	Quantity or Denomination	Current Value
			\$
TOTAL (Enter also on Page 3, Item 30-D)			\$

26. Real Property (Personal Residence, Vacation or Second Home, Investment Property, Unimproved Land, etc.)

Description	Address	Current Market Value	Amount Owed	Equity In Property
				\$
TOTAL (Enter also on Page 3, Item 30-E)				\$

27. Vehicles - Excluding Leased Vehicles (Including Motorhomes, Campers, Motorcycles, Boats, Trailers, etc.)

Description	Make	Model	Year	Tag Number	Current Market Value	Amount Owed	Equity In Vehicle
							\$
TOTAL (Enter also on Page 3, Item 30-F)							\$

28. Other Assets

	Current Appraised Value		Current Appraised Value
Notes Receivable	\$	Timber, Mineral or Drilling Rights	\$
Cash Surrender Value of Life Insurance		Patents or Copyrights	
Judgments or Settlements Receivable		Other (Specify)	
Vested Retirement Account			
Collectables, Antiques or Artwork			
TOTAL (Enter also on Page 3, Item 30-G)			\$

SECTION V - LIABILITIES			
29. Liabilities (Do Not Include Any Mortgages or Vehicle Loans)			
Description	Total Amount Owed	Description	Total Amount Owed
Notes Payable	\$	Past Due Other Taxes	\$
Installment or Personal Loans		Vehicle Leases	
Education or Student Loans		Other Liabilities:	
Bank Revolving Credit			
Judgments Payable			
Past Due Federal Taxes			
Past Due State Taxes			
TOTAL (Enter also on Page 3, Item 31)			\$

SECTION VI - NET WORTH CALCULATION	
30. Assets	
A. Cash	\$
B. Bank or Credit Union Accounts	
C. Bank Credit Cards	
D. Securities	
E. Real Property	
F. Vehicles	
G. Other Assets	
Total Assets	\$
31. Liabilities	\$
32. Net Worth ("Total Assets" Minus "Liabilities")	\$

SECTION VII - OTHER INFORMATION	
33.	Are you currently in filing compliance with all Tennessee taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No", identify tax type and period: _____
34.	If the tax liability was incurred in the operation of a business, has the business been discontinued? <input type="checkbox"/> Yes <input type="checkbox"/> No Date discontinued: _____
35.	Have you disposed of any assets or property by sale, transfer, exchange, gift, or in any other manner during the past 18 months? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", identify: _____
36.	Is a foreclosure proceeding pending on any real estate that you own or have an interest in? <input type="checkbox"/> Yes <input type="checkbox"/> No
37.	Is anyone holding any assets on your behalf? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", identify: _____ Relationship: _____
38.	Are you a party to any lawsuit now pending? <input type="checkbox"/> Yes <input type="checkbox"/> No
39.	Is there a likelihood that you will receive an inheritance within the next four years? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", from whom? _____ Relationship: _____
40.	Have you previously petitioned the Department of Revenue for an offer in compromise for any tax liability? <input type="checkbox"/> Yes <input type="checkbox"/> No
41.	Are you or any business that you own currently under bankruptcy court jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy Case No.: _____

SECTION VIII - INCOME & EXPENSE ANALYSIS

42. Monthly Household Disposable Income

Gross Monthly Income			Monthly Living Expenses	
Source	Taxpayer	Spouse	Source	Amount
Salary, Wages, Commissions, Tips	\$	\$	House or Rent Payment	\$
Self-Employment Income			Income Taxes (Federal, State, FICA)	
Pensions, Disability & Social Security			Estimated Tax (If Applicable)	
Dividends & Interest			Groceries	
Gift or Loan Proceeds			Medical Expenses & Prescriptions	
Rental Income			Utilities:	
Estate, Trust & Royalty Income			Electric \$ _____ + Gas \$ _____ +	
Workers' Comp. & Unemployment			Water \$ _____ + Phone \$ _____ =	
Alimony & Child Support			Insurance:	
Other (Specify)			Life \$ _____ + Health \$ _____ +	
			Auto \$ _____ + Home \$ _____ =	
			Court Ordered Payment	
			Personal Loan Payment	
			Religious & Charitable Donations	
			Clothing & Personal Grooming	
			Entertainment & Recreation	
			Legal Fees	
			Transportation Expense	
			Vehicle Loan Payment	
			Vehicle Lease Payment	
			Property & Ad Valorem Taxes	
			Child Care	
			Installment & Credit Card Payments	
			Tuition Payment	
			Other (Specify)	
Subtotal	\$	\$		
Combined Monthly Income		\$	Total Monthly Living Expenses	\$

43. Net Monthly Household Disposable Income ("Combined Monthly Income" Minus "Total Monthly Living Expenses") \$

I/we have examined this Statement of Financial Condition for Individuals and hereby affirm that to the best of my/our knowledge and belief, it is true, correct and complete.

Taxpayer's Signature _____ Date _____

Taxpayer's Signature _____ Date _____

POA Signature _____ Date _____

(Attach Power of Attorney - Use Department of Revenue Form RV-F0103801)

State of Tennessee
Department of Revenue

**STATEMENT OF FINANCIAL CONDITION
FOR BUSINESSES**

(If additional space is needed,
attach separate sheet)

SECTION I - BUSINESS IDENTIFICATION

1. Business Name and Address		2. Mailing Address (If Different From Street Address)	
County			
3. Type of Business		4. Daytime Phone Number	5. Number of Employees
6. Type of Ownership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify) _____		7. Tennessee Entity ID:	
8. Beginning Date of Business (mm/dd/yyyy)		9. Ending Date of Business (If Closed) (mm/dd/yyyy)	
10. Last Franchise Excise Return Filed	Form	Tax Year Ended	Net Income \$

11. Information About Owner, Partners, Officers, Major Shareholders, etc.

Name	Social Security Number	Title	Effective Date (mm/yy)	Monthly Salary or Wages	Total Shares or Interest
				\$	

SECTION II - ASSETS

12. Cash On Hand	TOTAL (Enter also on Page 3, Item 24-A)	\$
------------------	---	----

13. Bank Accounts (General Operating, Payroll, Savings, Certificate of Deposit, etc.)			
Name of Institution	Account Number	Type of Account	Balance
			\$
TOTAL (Enter also on Page 3, Item 24-B)			\$

14. Bank Credit Available (Line of Credit, Credit Cards, etc.)				
Name of Institution	Account Number	Credit Limit	Amount Owed	Credit Available
		\$	\$	\$
TOTAL (Enter also on Page 3, Item 24-C)				\$

SECTION II - ASSETS (continued)

15. Real Property (including Investment Property, Unimproved Land, etc.)

Description	Address	Current Market Value	Amount Owed	Equity In Property
		\$	\$	\$
Total (Enter also on Page 3, Item 24-D)				\$

16. Vehicles (Excluding Leased Vehicles)

Description	Make	Model	Year	Tag Number	Current Market Value	Amount Owed	Equity In Vehicle
					\$	\$	\$
Total (Enter also on Page 3, Item 24-E)							\$

17. Accounts Receivable

Name	Date Due (mm/dd/yy)	Status	Amount Due
			\$
Total (Enter also on Page 3, Item 24-F)			\$

18. Loans From Business To Proprietor, Partners, Officers, Shareholders or Others

Name	Relationship	Payoff Date (mm/dd/yy)	Status	Amount Due
				\$
Total (Enter also on Page 3, Item 24-G)				\$

19. Machinery and Equipment (Including Furniture, Fixtures, Business Machines, etc.)

Description	Current Market Value	Amount Owed	Equity In Mach. & Equip.
	\$	\$	\$
Total (Enter also on Page 3, Item 24-H)			\$

20. Merchandise Inventory (Goods Held for Sales and/or Raw Materials Used in Manufacture Fabrication or Production)

Description	Current Market Value	Amount Owed	Equity In Mach. & Equip.
	\$	\$	\$
Total (Enter also on Page 3, Item 24-I)			\$

SECTION II - ASSETS (continued)			
21. Securities (Stocks, Bonds, Mutual Funds, Government Securities, Money Market Funds, etc.)			
Type	Issuer	Quantity or Denomination	Current Value
			\$
TOTAL (Enter also on Page 3, Item 24K)			\$
22. Other Assets			
Type	Current or Appraised Value	Description	Current or Appraised Value
			\$
TOTAL (Enter also on Page 3, Item 24K)			\$
SECTION III - LIABILITIES			
23. Liabilities			
Description	Total Amount Owed	Description	Total Amount Owed
Notes Payable	\$	Past Due Federal Taxes	\$
Loans Payable		Past Due State Taxes	
Vehicle Leases		Past Due Other Taxes	
Equipment Leases		Other Liabilities:	
Bank Revolving Credit			
Judgments Payable			
TOTAL (Enter also on Page 3, Item 25)			\$
SECTION IV - NET WORTH CALCULATION			
24. Assets			
A. Cash On Hand			\$
B. Bank Accounts			
C. Bank Credit Available			
D. Real Property			
E. Vehicles			
F. Accounts Receivable			
G. Loans From Business to Proprietor, Partners, Officers, Shareholders or Others			
H. Machinery and Equipment			
I. Merchandise Inventory			
J. Securities			
K. Other Assets			
Total Assets			\$
25. Liabilities			\$
26. Net Worth ("Total Assets" Minus "Liabilities")			\$

SECTION V - INCOME & EXPENSE ANALYSIS

27. Business Income and Expenses For: (Check One) Fiscal Year Ending _____ OR Period _____ to _____
(mm/yyyy) (mm/yyyy) (mm/yyyy)
 Accounting Method: (Check One) Cash Accrual Other: _____

Income	Amount	Expenses	Amount
Gross Receipts From Sales, Services, etc.	\$	Materials Purchased	\$
Gross Rental Income		Net Wages & Salaries	
Interest Income		Rent or Mortgage Expenses	
Dividends & Capital Gain Distribution		Installment & Lease Payments	
Royalty Income		Supplies & Office Expenses	
Commissions		Utilities	
Other Income (Specify)		Transportation Expenses	
		Repairs & Maintenance	
		Insurance	
		Current Taxes	
		Bad Debts	
		Travel & Entertainment	
		Advertising	
		Other Expenses (Specify)	
Total Income	\$	Total Expenses	\$

28. Net Income ("Total Income" Minus "Total Expenses") \$

SECTION VI - OTHER INFORMATION

29. Is this business currently in filing compliance with all Tennessee taxes?
 Yes No If "No", identify tax type(s) and period(s): _____

30. Has this business disposed of any assets or property by sale, transfer, exchange, gift, or in any other manner during the past 18 months?
 Yes No If "Yes", receiving party: _____

31. Is a foreclosure proceeding pending on any real estate, equipment or other property that this business owns or has an interest in?
 Yes No

32. Is another party holding any assets on behalf of this business?
 Yes No If "Yes", identify: _____

33. Is this business a party to any lawsuit now pending?
 Yes No

34. Is this business currently under bankruptcy court jurisdiction?
 Yes No If "Yes", Bankruptcy Case No.: _____

I/we have examined this Statement of Financial Condition for Businesses and hereby affirm that to the best of my/our knowledge and belief it is true, correct and complete.

Taxpayer's Signature _____ Date _____

Taxpayer's Signature _____ Date _____

POA Signature _____ Date _____



**STATE OF TENNESSEE
DEPARTMENT OF REVENUE
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242**

TO WHOM IT MAY CONCERN:

You have my authorization to release any financial data that pertains to me or my company to the Tennessee Department of Revenue.

Signature _____

Date _____

SOCIAL SECURITY # _____

Sworn to and subscribed before me on the date of first above written.

(Notary Public)

My commission expires:

Tennessee Department of Revenue
Offer in Compromise
DOCUMENT CHECKLIST

An offer in compromise submitted under the doubt as to collectability provisions will require an in-depth analysis of your financial condition. To expedite this process, it is necessary that you provide the following additional information and documents along with your initial application.

- [] Copies of federal income tax returns for two most current years.
- [] Copies of bank statements for all checking and savings accounts, personal and/or business, for the two most current months (or periods).
- [] Copies of statements, showing the value of your interest in all retirement accounts, pensions, and profit sharing plans for the two most current months (or periods).
- [] A list of all stocks, bonds, and/or other securities you own, along with the current market value for each.
- [] A statement from the insurance company for each life insurance policy showing the current cash loan value, accumulated dividends and interest, dates and amounts of policy, loans, and the amount of loan.
- [] Statement of payoff on all mortgages of real estate you own or have interest in. Also appraisals, if any, on all real estate you own or have an interest in.
- [] Statement from lending institutions and other creditors that clearly indicates current balances owed, and payment schedule on all notes payable and or revolving accounts.
- [] Safe Deposit Boxes; A complete inventory of the content of all safe deposit boxes in which you have an interest, including fair market value of each item, copies of documents, etc.
- [] Copies of any judgments or legal decrees, (excluding bankruptcy), for past six years.
- [] A list of all your business equipment, office furniture, and other business assets, including fair market value of each item, copies of documents, etc.
- [] A list of all accounts receivable, (business), showing the payor, amount due, age, and status of each account.
- [] If personal liability applies then you **must** provide proof of employment, income, commissions, fees, pensions, etc., for **yourself** and **spouse**, if applicable. Even though your spouse may not be liable, this is needed for equitable distribution of cost of living expenses: (In most cases, copies of the two most current pay stubs)

I have completed each check-off item from the above document list. I have checked each item that is applicable. Any item not checked has been noted, "NA".

[] Name: _____ Daytime Phone Number _____
Signature



TENNESSEE DEPARTMENT OF REVENUE
POWER OF ATTORNEY

PART 1 Power of Attorney (Please type or print.)

1. Taxpayer Information (Taxpayer must sign and date this form on line 6.)

Taxpayer name and address	Account number(s)
	Daytime telephone number ()

hereby appoints the following representative as attorney-in-fact:

2. Representative (Representative must sign and date this form on page 2, Part II.)

Name and address	Telephone No. () _____
	Fax No. () _____

to represent the taxpayer before the Tennessee Department of Revenue for the following tax matters:

3. Tax Matters

Type of Tax (Sales and Use, Franchise, Excise, etc.)	Year(s) or Period(s)

4. Acts Authorized. --The representative is authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described in line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks.

5. Notices and Communication. --Notices and other written communications will be sent to the first representative listed in line 2.

6. Signature of Taxpayer. - If signed by a corporate officer, partner, guardian, tax matters partner/person, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

Signature

Date

Title (if applicable)

Print Name

PART II Declaration of Representative

Under penalties of perjury, I declare that:

- I am authorized to represent the taxpayer(s) identified in Part 1 for the tax matter(s) specified there; and
- I am one of the following:
 - a. Attorney or Certified Public Accountant
 - b. Officer or full-time employee taxpayer organization
 - c. Other _____

➤ **If this declaration of representative is not signed and dated, the power of attorney will be returned.**

Designation -- Insert above letter (a-c)	Jurisdiction (state)	Signature	Date