



Department of the Treasury
Internal Revenue Service

www.irs.gov

Form 656 (Rev. 02-2007)
Catalog Number 16728N

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.

CONTENTS

■ What is an Offer in Compromise?	1
■ Step One: Is Your Offer in Compromise “Processable”?	2
■ Step Two: What We Need to Fully Evaluate Your Offer	3
■ Step Three: Determining the Amount of Your Offer	5
■ Step Four: Completing Form 656, Offer in Compromise	10
■ Step Five: Offer in Compromise Application Fee and Payments.....	12
■ Step Six: Where you need to Send Your Offer	14
■ Step Seven: What to Expect After the IRS Receives Your Offer.....	15
■ Step Eight: Offer in Compromise Summary Checklist.....	17
■ Important Information You Need To Know Regarding the Offer in Compromise.....	18
■ Terms and Definitions.....	19
■ Removable Forms – Form 656, Offer in Compromise Application Fee and Payment Worksheet, Form 656-A, Form 656 - PPV, Form 433-A, and Form 433-B,.....	21

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 web site at www.irs.gov.

This page left blank

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 IRS will generally accept an Offer in Compromise 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.

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.** This means that doubt exists that the taxpayer could ever pay the full amount of tax liability owed within the remainder of the statutory period for collection. The IRS will consider a doubt as to collectibility offer (absent special circumstances) when the taxpayer is unable to pay the taxes in full either by liquidating assets or through current installment agreement guidelines. The taxpayer **must** submit the appropriate collection information statement along with all required supporting documents.
- **Doubt as to Liability.** This means that a legitimate doubt exists that

the taxpayer owes part or all of the assessed tax liability. To submit a Doubt as to Liability OIC, the taxpayer must use Form 656-L, which can be obtained by calling the toll free number 1-800-829-1040, or by visiting their local IRS office, or our web site at www.irs.gov.

- **Effective Tax Administration (ETA).** This means that the taxpayer **does not have any doubt** that the tax is correct and there is potential to collect the full amount of the tax owed, but an exceptional circumstance exists that would allow us to consider an offer. To be eligible for compromise on this basis, a taxpayer must demonstrate that the collection of the tax would create an economic hardship or would be unfair and inequitable. For an ETA offer, a taxpayer must submit:
 1. A collection information statement with all appropriate attachments, and
 2. A written narrative explaining the taxpayer's special circumstances and why paying the tax liability in full would create an economic hardship or would be unfair and inequitable.

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

Note: An important factor in determining the type of offer to submit is the potential ability to pay the liability in full. If the taxpayer cannot pay their liability in full, then they should submit a Doubt as to Collectibility offer. However, if potential exists to pay their liability in full, but the collection of the tax would create an economic hardship or would be unfair or inequitable, then they should submit an Effective Tax Administration (ETA) offer.

Step One: Is Your Offer in Compromise “Processable?”



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 three 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. If you do not know the location of your local IRS Insolvency office, then you may call 1-800-829-1040. They will be able to provide you with the local number. Any resolution of your outstanding tax liabilities generally must take place within the context of your bankruptcy proceeding. If you answered **YES** to this question, then stop here. You **are not eligible** to have your offer considered or processed at this time.

2. **Offer in Compromise Application Fee** — Your offer must include the \$150 application fee or a completed Form 656-A, *Income Certification for Offer in Compromise Application Fee and Payment*, 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 Five on Page 12 of this package for more information on the application fee and to determine if you qualify for the exception.

Have you attached the \$150 application fee or the Form 656-A, which ever is applicable, to the Form 656? If you answered **NO** to this question, Stop Here. You **are not eligible** to have your offer considered or processed at this time.

3. **Cash payment and Periodic Payment Offers** — Your offer must include your 20% payment for Lump Sum Cash payment offers, or your first installment payment of your Periodic Payment offer (Short Term or Deferred). If you are requesting an exception to the 20% down payment or your initial periodic payment because of your income level, then you must complete Form 656-A, *Certification of Offer in Compromise Application Fee and Payment*. Offers received without one of these will not be accepted for processing. Please see Step Five on Page 12 of this package for more information on the Cash Payment and Periodic Payment Offer.

Have you attached either the 20% payment for Lump Sum Cash payment offers or your first installment payment for a Periodic Payment Offer, or, the Form 656-A? If you answered **NO** to this question, Stop Here. You **are not eligible** to have your offer considered or processed at this time.

NOTE: If you currently have an approved installment agreement with IRS and are currently making installment payments to IRS, then you may stop making those installment agreement payments when you submit a Periodic Payment offer. This will allow you to make your payments required under the Periodic Payment guidelines. You do not have to make both installment agreement payments and periodic payments at the same time.

However this procedure does not apply to Lump Sum Cash Offers. If you submit a Lump Sum Cash offer and you are currently making installment agreement payments, then you must continue to make your installment agreement payments until your offer is accepted. If it is not accepted, then installment agreement payments must continue.

Step Two: What We Need to Fully Evaluate Your Offer

1. You **must** file all tax returns that you were legally required to file prior to submitting an Offer in Compromise. If you have not filed all required tax returns, you will be asked to do so before we begin to evaluate your offer.

This includes but is not limited to:

- All Income Tax, Employment Tax, and Excise Tax returns, along with all returns required to be filed by Partnerships, Limited Liability Companies, or closely held Sub-Chapter S Corporations.

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.

If you used an employee leasing company for all or part of the time during the past three years, then please provide a detailed explanation of your circumstances with your offer by providing the exact dates you used the employee leasing company, the name and address of the leasing company, and EIN of the leasing company, and whether or not you are still using them.

2. If you are a business with employees, then you must have made all required federal tax deposits for the current quarter. If you have not made all the required deposits, you will be asked to do so before we begin to evaluate your offer. In addition, you must remain current on all filing and deposit requirements while your offer is being investigated.

3. **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.

NOTE: If you fail to comply with items 1, 2, and 3, then your offer will be returned to you and we will keep your \$150 application fee as well as any payments you made with your offer, such as the 20% payment or your first installment.

4. **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 else prepared the offer package, then please see the instructions in Step Four, Section IX and X, 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, unless a copy is already on file with the IRS

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.

5. 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. 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 assets and income. The offer investigator 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 attachment symbols. Photo copies of these support documents are acceptable.

When only one spouse has a tax liability but both have incomes, only the spouse responsible for the tax debt is required to sign 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 the responsible spouse’s 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.

6. 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. You must respond within the time frame given to you by IRS or, we will not give your offer any further consideration. **Your offer will be returned to you and we will keep your \$150 application fee as well as any payments you made with your offer such as the 20% payment or your first installment.**

7. WE WILL NOT CONSIDER OFFERS WHERE LIABILITIES HAVE NOT BEEN ASSESSED — You can not submit an offer that is solely for a tax year or tax period that has not been assessed. Your offer will be returned if you submit an offer that is solely for an unassessed tax year or tax period and you will forfeit your application fee and payment.

8. MAKE COPIES OF REMOVABLE FORMS AND DOCUMENTS — This is a reminder that you should make copies of all the removable forms and documents that you send to the IRS. You should keep these copies with your records.

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*). 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, your offer will be rejected. Exception: special circumstances. Please see below for more information on special circumstances. You must offer an amount greater than or equal to the *RCP* amount. All offer amounts must exceed zero.**

If special circumstances cause you to offer an amount less than the *RCP*, you **must** complete Section VI, "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 have an 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.

Effective Tax Administration (ETA)

Complete Form 433-A or Form 433-B, as appropriate, and attach to Form 656. You **must** complete Section VI, "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:

- **Lump Sum Cash Offer** – This option requires the offer amount to be paid **in five** or fewer installments, upon written notice of acceptance. Twenty percent of the total amount of the offer must be paid when you submit the Form 656.

If these installments will be paid in five months or less, 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 statutory period for collection, whichever is less).

If these installments will be paid in more than five months, you should offer the realizable value of your assets plus the total amount we could collect over 60 months of payments (or the remainder of the statutory period for collection, whichever is less.)

We may file a Notice of Federal Tax Lien on tax liabilities to be compromised under Lump Sum Cash Offer.

- **Short Term Periodic Payment Offer** – This option requires the offer amount to be paid within 24 months from the date IRS received the offer. The first payment **must** be submitted with your Form 656. You **must** continue to make regular payments during your offer investigation. Failure to make regular payments during your offer investigation will cause your offer to be withdrawn.

The offer must include the realizable value of your assets plus any amount we could collect over 60 months of payments (or the remainder of the statutory period of collection, whichever is less.) If you do not have this information you may call our toll free number at 1-800-829-1040.

We may file a Notice of Federal Tax Lien on tax liabilities to be compromised under Short Term Periodic Payment Offer.

- **Deferred Periodic Payment Offer** – This option requires you to pay the offer amount over the remaining statutory period for collecting the tax. This offer option 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. As with the Short Term Periodic Payment above, the first payment must be submitted with your Form 656. You must make regular payments during your offer investigation. Failure to make regular payments during your offer investigation will cause your offer to be withdrawn.

NOTE: Generally the collection statute is 10 years from the date that your liability was assessed. You can call the toll free number 1-800-829-1040 for assistance in calculating the remaining time on your collection statute.

Use the worksheet on pages 8 and 9, multiply the amount from item 12, Box 0, 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 Section IV of Form 656.

As with Short Term Periodic Payment Offers, we may file a Notice of Federal Tax Lien on tax liabilities to be compromised under Deferred Periodic Payment Offer.

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

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 account balances from Item 11c	A
2. Enter total other account balances 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 = \$ _____	—\$ _____	= _____	
Subtract				—\$ 7720.00
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 = \$ _____	—\$ _____	= _____	
Subtract				—\$ 3860.00
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 =
 This amount would be available to pay monthly on your tax liability.

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

13a.
 If you will pay the offer amount in **5 months or less:**

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)

=	P
+	Q
=	R

Enter amount from Box N +
 Add amounts in Box P and Box Q =

Use the amount from Box R to base your offer amount in Section IV 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 5 months but less than 2 years:

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)

=	S
+	T
=	U

Enter amount from Box N +
 Add amounts in Box S and Box T =

Use the amount from Box U to base your offer amount in Section IV 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 five years from the date of your offer. Instead, refer to Page 6 under Deferred Payment Offer.

* Unless you are submitting an offer under effective tax administration or doubt as to collectibility with special circumstances considerations, as described on Page 1.

By law, the IRS has the authority to collect outstanding federal taxes for ten years from the date your liability is assessed. There may be circumstances that extend the ten year collection statute such as when a taxpayer files bankruptcy or an Offer in Compromise.

The IRS may adjust the RCP during the investigation to a higher or lower amount, depending upon the facts and circumstances of your individual case.

Step Four: Completing Form 656, Offer in Compromise

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 fail to follow these instructions.

Section I:

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.

If you owe a liability —

Jointly with another person and **both of you agree** to submit an offer, send only **one** Form 656, *Offer in Compromise*, and **one** \$150 application fee (or Form 656-A, if applicable) and one payment (20% of the amount offered or first initial payment).

By yourself (such as employment taxes), and other liabilities with another person (such as income taxes), but **only 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) and one payment (20% of amount offered or first initial payment).

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) and payment (20% of offer amount or first initial payment). **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) and payment (20% of amount offered or first initial payment)

Please see the matrix in Step 5, Page 12, for further instructions and examples.

Enter the social security number(s) for the person(s) submitting the offer. For example, enter the social security number of both spouses when 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

Enter the employer identification number for offers from businesses.

Show the employer identification numbers for all other businesses that you own or in which you have an ownership interest, even if they are not included in the offer.

Section II:

Identify the type of tax liability you owe and enter the tax year or period. Letters and notices from us and Notices of

Federal Tax Lien show the tax periods for trust fund recovery penalties.

Section III:

Check the appropriate box(es) describing the basis for your offer.

Doubt as to Collectibility offers require you to complete a Form 433-A, *Collection Information Statement for Wage Earners and Self-Employed Individuals*, if you are an individual taxpayer, or a Form 433-B, *Collection Information Statement for Businesses*, if you are a corporation or other business taxpayer.

Effective Tax Administration offers require you to complete a Form 433-A, *Collection Information Statement for Wage Earners and Self-Employed Individuals*, if you are an individual taxpayer, or a Form 433-B, *Collection Information Statement for Businesses*, if you are a corporation or other business taxpayer. Complete Section VI, "Explanation of Circumstances."

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.

Section IV:	Enter the total amount of your offer (see Page 5, Step Three, “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>Lump Sum Cash Offer, Short Term Periodic Payment Offer, or Deferred Periodic Payment Offer</i> – see Page 6, “Determine Your Payment Terms”) and describe your payment plan in the spaces provided.
Section V:	It is important that you understand the requirements listed in this section. Pay particular attention to Items (d), (f)	and (g), as they address the future compliance provision and refunds.
Section VI:	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.
Section VII:	Explain where you will get the funds to pay the amount you are offering.	
Section VIII:	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.
Section IX:	If someone other than the taxpayer prepared this Offer in Compromise, the	taxpayer should insert the name and address of the preparer (<i>if known</i>) in Section IX.
Section X:	Paid Preparer Use Only.	Please see the “Privacy Act Notice” in Form 656.
Section XI:	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 Section XI, “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 Section II 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.

Step Five: Offer in Compromise Application Fee and Payments

	One person is liable	Two people are liable for one joint liability	Two people have joint liabilities but want to file separate offers	Two people have joint liabilities and one has joint and separate liabilities	Corporation is proposing an offer	Partnership is proposing an offer	Individual and Corporate or Partnership liabilities
Number of Forms 656 required	1	1	2 Each will show the joint liabilities	2 One with the joint and the 2nd with the joint and separate liabilities	1	1	2
Number of fees to be sent with the Form 656*	1 - \$150 fee	1 - \$150	2 - \$150	2 - \$150	1 - \$150	1 - \$150	2 - \$150
Lump Sum Cash Offer amount to be sent with the Form 656	20% of the amount offered	20% of the amount offered	20% for each offered amount	20% for each offered amount	20% of the amount offered	20% of the amount offered	20% for each offered amount
Amount to be sent with the Short Term or Deferred Periodic Payment Offer	First payment amount shown in Section IV of the Form 656	First payment amount shown in Section IV of the Form 656	First payment for each offer that is shown in Section IV of the Form 656	First payment for each offer that is shown in Section IV of the Form 656	First payment amount shown in Section IV of the Form 656	First payment amount shown in Section IV of the Form 656	First payment for each offer that is shown in Section IV of the Form 656

A. The application fee and payment are due on all offers at the time you submit your offer. Please staple **both** the application fee **and** payment to the front of your Form 656. Any offer submitted without the application and payment will be returned to you without further consideration.

* **EXCEPTION:** If you certify that your total monthly household income is at or below levels based on the IRS OIC Low Income Guidelines, then you may be exempt from the application fee and the payment (20% of the amount offered or the initial payment) as described above. The exception for taxpayers with incomes below these levels only apply to individuals. It does not apply to other entities such as corporations, partnerships, and LLC.'s.

To determine if you qualify for the exemption, please complete the attached Offer in Compromise Application Fee and Payment Worksheet. If you do qualify, then you must complete and sign form 656A.

B. **Do not send cash.** Please make all checks or money orders payable to the "United States Treasury".

C. The application fee can only be returned to you if the IRS determines that your offer is not processable. If your offer is determined to be not processable (see Page 2 for the 3 processable requirements), then IRS will return your application fee.

However if your offer is determined to be not processable and you have made either the 20% initial payment for Lump Sum Cash offer, or the first initial installment for the Short Term Periodic Payment Offer or Deferred Periodic Payment Offer, these payments will not be refunded to you. They will be applied to your outstanding tax liability and your offer will be returned to you as not processable.

- D. If your offer is determined to be processable and later in the investigation, the offer is returned, rejected, or withdrawn, the application fee and payments will be applied to your outstanding tax liability.
- E. If you have any additional questions about your Offer in Compromise, application fee or payments, please call toll free at 1-800-829-1040, visit our web site at www.irs.gov or visit your nearest IRS office. You will find the exact address in your local phone book under U.S. Government.

Step Six: Where You Need to Send Your Offer

Where to File

IF YOU RESIDE IN

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, AMC
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, AMC
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 9007
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 9008
Holtsville, NY 11742-9008

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

How We Consider Your Offer	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	return your offer if you do not provide the requested information. The examiner may decide that a larger offer amount is necessary to justify acceptance. You will have the opportunity to amend your offer.
Additional Agreements	When you submit certain offers, we may also request that you sign an additional agreement requiring you to:	<ul style="list-style-type: none">■ Pay a percentage of your future earnings.■ Waive certain present or future tax benefits.
Withholding Collection Activities	There are certain circumstances where we will withhold collection activities while we consider your offer. We will not act to collect the tax liability: <ul style="list-style-type: none">■ While we investigate and evaluate your offer.■ For 30 days after we reject an offer.	<ul style="list-style-type: none">■ While you appeal an offer rejection. <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> <ul style="list-style-type: none">■ However, a Notice of Federal Tax Lien may be filed at any time while your offer is being considered
Periodic Payments Requirements	If you choose one of the Periodic Payment options, then you are required to continue to make payments while your offer is being investigated. The removable Form 656-PPV is to be used to make these periodic payments. The instructions to complete Form 656-PPV are contained on the form as well as the proper address to mail your payments to. It is important to note that	the address where you send your periodic payments is different from the address where you submit your offer form. Be sure you send your periodic payment and Form 656-PPV to the address listed on the Form 656-PPV, as it applies to where you originally filed your offer.

NOTE: Step Seven continues on Page 16.

If We Accept Your Offer

If we accept your offer, we will notify you by mail. When you receive your acceptance letter, you must:

- 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.

We will release all Notices of Federal Tax Lien when you satisfy the payment terms of the offered amount. For an immediate release of a lien, you can submit certified funds with a request letter to the address on the acceptance letter.

Once your offer is accepted, not filing returns or paying taxes when due could result in the default of an accepted offer (see Section V (d) of Form 656 for the

future compliance provision). 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 all offers based on **Doubt as to Collectibility and Effective Tax Administration offers.**

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.

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, Sections V (f) and (g). For example, if your offer was accepted by the IRS in the tax year 2006, the IRS would keep the refund due to you with respect to the tax year 2006, which you would normally receive in calendar year 2007 (*because the due date for filing the tax year 2006 is April 15, 2007*).

If We Reject Your Offer

We will 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 and payments. 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.
-

Step Eight: Offer in Compromise 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 question one 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.
- Did you answer NO to questions two or three 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 been altered or deleted.
- Are you using the most current versions of Form 656, Form 433-A, and Form 433-B as instructed on Page 4?
- You included your name (*or names, if joint*).
- You included your social security number (*SSN*) (*both SSNs are required if filing a joint offer*) and/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 included complete financial information (*Form 433-A or Form 433-B, or both*) and all attachments as instructed on Page 4.
- 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 and Payment Worksheet and attach it to your offer.
- You have attached to Form 656 either the 20% payment for the Lump Sum Cash offer, or the first installment payment for either the Short Term Periodic Payment or Deferred Periodic Payment, OR attached Form 656-A certification, whichever is applicable. If you attached Form 656-A, then you must complete the OIC Application Fee and Payment Worksheet.
- 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, unless your offer is based on Effective Tax Administration.
- If applicable, are Sections IX and XI, on Form 656 completed?
- If applicable, is Section X on Form 656 completed and **signed**?
- Have you properly identified where to mail 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

Statute of Limitations for Assessment and Collection is Suspended — The statute of limitations for assessment and 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 all 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.

Effect of the Offer on 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. If a levy has been served prior to submission of the offer, or if a levy was served after the offer was filed, then immediately contact the IRS person or function whose name and phone number appear on the levy as the contact person.

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 designated IRS Area Offices. It is important to know that certain information regarding your accepted Offer in Compromise will be publicly known.

Taxpayer Advocate Services — The Taxpayer Advocate Service (TAS) is an independent organization within the IRS whose employees assist taxpayers who are experiencing harm, who are seeking help in resolving tax problems that have not been resolved through normal channels, or who believe that an IRS system or procedure is not working as it should. If you believe you are eligible for TAS assistance, you can reach TAS by calling toll free 1-877-777-4778, or TTY/TTD 1-800-829-4059.

Low Income Taxpayer Clinic (LITC) — Low Income Taxpayer Clinics are independent organizations that provide low income taxpayers with representation in Federal tax controversies with the IRS for free or for a nominal charge. The clinics also provide tax education and outreach for taxpayers with limited English proficiency or who speak English as a second language. IRS Publication 4134, Low Income Taxpayer Clinic List, provides information on clinics in your area and is available through the IRS website at HYPERLINK “<http://www.irs.gov>” www.irs.gov, by phone at 1-800-TAX-FORM (1-800-829-3676), or at your local IRS office.

Penalties and Interest — Penalties and interest will continue to accrue on your unpaid balance of assessment(s) while your offer is being considered.

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 may 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 lump sum cash offer paid in five months or less, 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 Lump Sum Cash Offer paid in more than five months or a Short Term Periodic Payment Offer, you must offer what you could pay in monthly payments over 60 months (*or the remainder of the statutory period for collection, whichever is less*). For a deferred periodic payment offer, you must offer what you could pay in monthly payments during the remaining time we could legally receive payments.

Necessary Expenses — Necessary expenses are the allowable payments you make to support you and your family's health and welfare and/or the production of income. This expense does not apply to businesses. See our web site at www.irs.gov for an explanation of National Standard Expenses and the amounts that are allowed. We derive these amounts from the Bureau of Labor Statistics 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 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 current value, 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.

This page left blank

Offer in Compromise

Attach Application Fee and Payment (*check or money order*) here.

IRS RECEIVED DATE

Section I Taxpayer Contact Information

Taxpayer's First Name and Middle Initial Last Name

If a joint offer, spouse's First Name and Middle Initial Last Name

Business Name

Taxpayer's Address (*Home or Business*) (*number, street, and room or suite no., city, state, ZIP code*)

Mailing Address (*if different from above*) (*number, street, and room or suite no., city, state, ZIP code*)

DATE RETURNED

Social Security Number (SSN) (Primary) (Secondary) Employer Identification Number (EIN) (EIN included in offer) (EIN not included in offer)

Section II 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 a separate sheet of paper and title it "Attachment to Form 656 Dated _____." Sign and date the attachment following the listing of the tax periods.

Section III Reason for Offer in Compromise

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

- 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 433-B and complete Section VI.

Section IV Offer in Compromise Terms

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

Check **only** one of the following:

Lump sum cash offer — 20% of the amount of the offer \$ _____ must be sent with Form 656. Upon written acceptance of the offer, the balance must be paid in 5 or fewer installments.

- \$ _____ payable within _____ months after acceptance
- \$ _____ payable within _____ months after acceptance
- \$ _____ payable within _____ months after acceptance
- \$ _____ payable within _____ months after acceptance
- \$ _____ payable within _____ months after acceptance

Short Term Periodic Payment Offer — Offer amount is paid within 24 months from the date IRS received your offer. The first payment **must** be submitted with your Form 656. You **must** make regular payments during your offer investigation. Complete the following:

\$ _____ will be submitted with the Form 656. Beginning in the month after the offer is submitted (*insert month* _____), on the _____ day of each month, \$ _____ will be sent in for a total of _____ months. (*Cannot extend more than 24 months from the date the offer was submitted.*)

Section IV Cont.

Deferred Periodic Payment Offer – Offer amount will be paid over the remaining life of the collection statute. The first payment **must** be submitted with your Form 656. You must make regular payments during your offer investigation. Complete the following:

\$ _____ will be submitted with the Form 656. Beginning in the month after the offer is submitted (*insert month* _____), on the _____ day of each month, \$ _____ will be sent in for a total of _____ months.

Optional - Designation of Required Payment under IRC 7122(c)

You have the option to designate the required payment you made under Section IV above. If you chose not to designate your required payment, then the IRS will apply your payment in the best interest of the government. Please complete the following if you choose to designate your payment:

\$ _____ paid under IRC 7122 (c) is to be applied to my _____ Tax Year/Quarter(s) (*whichever is applicable*) for my/our tax form _____.

If you pay more than the required payment when you submit your offer and want any part of that additional payment treated as a deposit, check the box below and insert the amount. It is not required that you designate any portion of your payment as a deposit. **Note:** If the required payment is not paid, the offer will be returned even if you make a payment you designate as a deposit.

I am making a deposit of \$ _____ with this offer.

Section V By submitting this offer, I/we have read, understand and agree to the following conditions:

(a) I/We voluntarily submit all tax payments made on this offer, including the mandatory payments of tax required under section 7122(c). These tax payments are not refundable even if I/we withdraw the offer prior to acceptance or the IRS returns or rejects the offer. If the offer is accepted, the IRS will apply payments made after acceptance in the best interest of the government.

(b) Any payments made in connection with this offer will be applied to the tax liability unless I have specified that they be treated as a deposit. Only amounts that exceed the mandatory payments can be treated as a deposit. Such a deposit will be refundable if the offer is rejected or returned by the IRS or is withdrawn. I/we understand that the IRS will not pay interest on any deposit.

(c) The application fee for this offer will be kept by the IRS unless the offer was not accepted for processing.

(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 in Compromise joint 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 Section V(i) of this agreement will be applied only to the party failing to comply with the requirements of this paragraph.

(e) I/We waive and agree to the suspension of any statutory periods of limitation (time limits provided by law) for the IRS assessment of the liability for the periods identified in Section II. 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 periods. 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. The amount of any Federal tax due for the periods described in Section II may be assessed at any time prior to the acceptance of this offer or within one year of the rejection of this offer. 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 (k) of this section defines pending).

(f) The IRS will keep all payments and credits made, received or applied to the total original liability before submission of this offer and all payments required under section 7122(c). The IRS will also keep all payments in excess of those required by section 7122(c) that are received in connection with the offer and that are not designated as deposits in Section IV. 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. 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 in which the IRS accepts the offer. The date of acceptance is the date on the written notice of acceptance issued by the IRS to me/us or to my/our representative. 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.

(g) I/We will return to the IRS any refund identified in paragraph (f) received after submission of this offer.

(h) The IRS cannot collect more than the full amount of the liability under this offer.

(i) I/We understand that I/we remain responsible for the full amount of the liabilities, 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 liabilities from its records until I/we have met all the terms and conditions of the offer. I/We understand that the liabilities I/we offer to compromise are and will remain liabilities until I/we meet all the terms and conditions of this offer. If I/we file for 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.

(j) Once the IRS accepts the offer in writing, I/we have no right to contest, in court or otherwise, the amount of the liability.

(k) The offer is pending starting with the date an authorized IRS official signs the 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, 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.

(l) If I/we fail to meet any of the terms and conditions of the offer and the offer defaults, 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 liability, 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 liability; and/or
- file suit or levy to collect the original amount of the liability, without further notice of any kind.

(m) The IRS generally files a Notice of Federal Tax Lien to protect the Government's interest on offers with deferred payments. 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.

(n) I/We understand that 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 IRS to contact third parties, I/we understand that I/we will not receive notice, pursuant to section 7602(c) of the Internal Revenue Code, of third parties contacted in connection with this request.

(o) I/We are offering to compromise all the liabilities assessed against me/us as of the date of this offer and under the taxpayer identification numbers listed in Section II above. I/We authorize the IRS to amend Section II, above, to include any assessed liabilities we failed to list on Form 656.

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.

Section VI Explanation of Circumstances

I am requesting an Offer in Compromise for the reason(s) listed below:

Note: 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.

Section VII Source of Funds

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

Section VIII Mandatory Signatures

Taxpayer Attestation	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.	
	Signature of Taxpayer	Date
	Signature of Taxpayer	Date

Official Use Only

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

Signature of Authorized Internal Revenue Service Official	Title	Date
---	-------	------

Section IX Application Prepared by Someone Other than the Taxpayer

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) (Street, City, State, ZIP code)

Section X Paid Preparer Use Only

Name of Preparer			
Signature of Preparer	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
			Telephone number ()

Section XI Third Party Designee

Do you want to allow another person to discuss this offer with the IRS? <input type="checkbox"/> Yes. Complete the information below. <input type="checkbox"/> No	
Designee's name	Telephone number ()

Privacy Act Statement

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 of the Internal Revenue Code.

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 Section X 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 combat terrorism. Providing false or fraudulent information on this form may subject you to criminal prosecution and penalties.

Offer in Compromise Application Fee and Payment Worksheet

If you answered YES to question one on Page 2, then do not proceed any further. You are not eligible to have your offer considered at this time.

If you answered NO to question one on Page 2 of this booklet, 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 (Rev. 02-2007), *Offer in Compromise*, and the (Rev. 5-2001) versions of 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 and payment does not apply to individuals whose income falls at or below levels based on IRS Offers in Compromise Monthly Low Income Guidelines. 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 self employed, then you must first look at Section 9, Line 27 of the Form 433A. If you entered a net income from your business, then you may need to make an adjustment for this item. For the purposes of determining item 2, Total Household Monthly Income, you must deduct any depreciation of assets that you itemized on your Tax Form 1040 Schedule C, that was used to determine your net income from your business, line 27. Adjusting line 27 will affect the amount on line 34 of the Form 433A. Therefore line 34 must be adjusted and carried over to this worksheet item 2 for Total Household Monthly Income. If you had no depreciation of assets on Schedule C, then there is no adjustment to be made.

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.

1. **Family Unit Size** _____. Enter the total number of dependants (including yourself and your spouse) listed in Section 1 of Form 433-A, *Collection Information Statement for Wage Earners and Self-Employed individuals*.
2. **Total Household Monthly Income** _____. Enter the amount of your total household monthly income from Section 9, Line 34 of the Form 433-A, *Collection Information Statement for Wage Earners and Self-Employed Individuals*. Please see Page 4 under Step Two, item 5, for a definition of total household income.
3. Compare the information you entered in items 1 and 2, above, to the monthly IRS OIC Monthly Low Income Guidelines 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 Household Monthly 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 household monthly income from item 2 above is \$3000, then you are exempt from the fee and payment because your income is less than the \$4,167 guideline amount.*

IRS OIC Monthly Low Income Guidelines

Size of Family Unit	48 Contiguous States and D.C.	Hawaii	Alaska
1	\$2,042	\$2,348	\$2,552
2	\$2,750	\$3,163	\$3,438
3	\$3,458	\$3,977	\$4,323
4	\$4,167	\$4,792	\$5,208
5	\$4,875	\$5,606	\$6,094
6	\$5,583	\$6,421	\$6,979
7	\$6,292	\$7,235	\$7,865
8	\$7,000	\$8,050	\$8,750
For each additional person, add	\$708	\$815	\$885

4. If the total household monthly income you entered in item 2 is **more** than the amount shown for your family unit size and residence in the monthly IRS OIC Monthly Low Income Guidelines table above, **you must send the \$150 application fee and any 20% payment or first initial installment 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 and the required payments are not properly remitted, or if your check is returned for insufficient funds.

5. 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 or the required payments. Sign and date Form 656-A, *Income Certification for Offer in Compromise Application Fee and Payment*. **Attach the certification and this worksheet to the front of your Form 656.**

This page left blank

Form **656-A**
(February 2007)

Department of the Treasury — Internal Revenue Service

**Income Certification for Offer in Compromise
Application Fee and Payment**
(For Individual Taxpayers Only)

If you are not required to submit the fee or payments 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 <i>(Last, First, Middle initial) (Please Print)</i>	Social Security Number (SSN) or Taxpayer Identification Number (TIN)
Spouse's Name <i>(Last, First, Middle initial) (Please Print)</i>	Social Security Number (SSN) or Taxpayer Identification Number (TIN)

Certification: I/We certify under penalty of perjury that I am not required to submit an Offer in Compromise application fee and payment, based on my family unit size and income.

Your Signature	Date
Spouse's Signature <i>(if submitting a joint Offer in Compromise)</i>	Date

Note: If the Internal Revenue Service determines that you were required to pay a fee or payment, your Offer in Compromise will be returned without further consideration.

This page left blank

Offer in Compromise - Periodic Payment Voucher

If you filed an offer in compromise and the offered amount is to be paid in 24 months or fewer (*Short Term Periodic Payment Offer*) or monthly installments paid within the statutory period (*Deferred Periodic Payment Offer*) in accordance with the **Tax Increase Prevention and Reconciliation Act of 2005**, you must continue to make the payments during the investigation of the offer until you receive a decision letter (*accepted, rejected, returned, or withdrawn*). Mail this voucher with your check or money order payable to the "United States Treasury." Write your social security number or employer identification number on the check or money order. Do not send cash. You may designate a specific tax liability to apply the payments. If you chose to do this, please write it in the "Apply to" section of the 656-PPV.

Enclose your payment with this voucher and mail to:

For those offers originally sent to Holtsville, NY, please send payments to: P.O. Box 9011, Holtsville, NY 11742
 For those offers originally sent to Memphis, TN, please send payments to: AMC-Stop 880, PO Box 30834, Memphis, TN 38130-0834

(Please Print or Type)

Taxpayer's First Name and Initial	Taxpayer's Last Name	Your Social Security Number (SSN) or Employer Identification Number (EIN)		
Taxpayer's Address (<i>number, street, and room or suite no., city, state, ZIP code</i>)		<p>Amount of Your Payment</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center; vertical-align: middle;"> <i>(Dollars)</i> <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$</div> </td> <td style="width: 20%; text-align: center; vertical-align: middle;"> <i>(Cents)</i> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> </td> </tr> </table>	<i>(Dollars)</i> <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$</div>	<i>(Cents)</i> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>
<i>(Dollars)</i> <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$</div>	<i>(Cents)</i> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>			
Offer Number		<p>Apply Payment to: (<i>optional</i>)</p> <p>Form _____</p> <p>Period _____</p>		

This page left blank



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) _____

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

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

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.



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

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

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 _____



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.

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

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) _____



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.

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

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 \$ _____

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



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.

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.)

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

Description (Year, Make, Model, Mileage)	<input checked="" type="checkbox"/> 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 _____	\$ _____	\$ _____	_____	_____	\$ _____

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	Current Value	Loan Balance	Name of Lender or Lien Holder	Amount of Monthly Payment	*Date of Final Payment
---	-------------------	-------------------	------------------	-----------------	----------------------------------	---------------------------------	------------------------------

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

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.

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

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	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	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

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

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

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.

Total Income		Total Living Expenses		
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

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 _____ 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
6b. 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
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 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)