

# Indiana Department of Revenue

# Collection Information Statement for Business Owners / Business Offer in Compromise

#### Use this form if you are:

- 1. An individual who is personally responsible for a partnership liability (only if the partnership is submitting an offer).
- 2. An individual who operated as a disregarded single member Limited Liability Company (LLC) taxed as a sole proprietor prior to 2009.
- 3. You will also need to complete an Individual CIS-I form to show your personal financial information, along with this Business Application.

# Complete this form if your business is a:

Corporation
 Partnership
 LLC
 Other

Note: Include attachments if additional space is needed to respond completely to any question.

#### Section 1 - Business Information

Business Name			
Trade Name or Doing Business As (DBA)			
Business Physical Address (number and street, cit	ity, state, and ZIP code)		
Federal Employer Identification Number	County of Business Loca	tion	Federal Contractor
Primary Telephone	Email Address		
Business Website		Description of Business	
Frequency of Tax Deposits	Total Number of Employe	ees	Average Gross Monthly Payroll
Does the business outsource its payroll processing	g and tax return preparation	on for a fee?	
If yes, Provider Name			
Provider Address (number and street, city, state, a	and ZIP code)		
Provide information about all partners, officers business. Include attachments if additional sp		shareholders (foreign	and domestic), etc., associated with the
Last Name	First Name		Title
Social Security Number	Percentage of Ownership Annual Salary		Annual Salary
Home Address (number and street, city, state, and	d ZIP code)		
Primary Telephone	Email Address		
Last Name	First Name		Title
Social Security Number	Percentage of Ownership	)	Annual Salary
Home Address (number and street, city, state, and	d ZIP code)		•
Primary Telephone	Email Address		

#### Section 2 - Business Asset Information

Use the two most current statements for each type of account, such as checking, savings, money market and online accounts, investment and retirement accounts (IRAs, Keogh, 401(k) plans, stocks, bonds, mutual funds, certificates of deposit, and virtual currency such as Bitcoin, Ripple and Litecoin), life insurance policies that have a cash value, and safe deposit boxes. Asset value is subject to adjustment by DOR based on individual circumstances. Enter the total amount available for each of the following. If additional space is needed, include attachments.

Note: Round to the nearest whole dollar. Do not enter a negative number. If any line item is a negative, enter zero on that line.

#### 1. Cash

Bank Name	Account Number	Type of Account				Value
		Savings	Money Market/CD	Online Account Virtual Currency	1	la.
		Savings		Online Account Virtual Currency	1	lb.
			Cash Money Market/CD	Online Account Virtual Currency	1	lc.
Total bank accounts listed on atta	chment.				1	ld.
Total Cash - Add lines 1a throug	h 1d.				1	l <b>.</b>
2. Investment Accounts						
Financial Institution Name	Account Number	Type of Accoun	nt Current Marke Value	Loan Bala	nce	Actual Value (Current Market Value minus Loan Balance)
		Stocks Oth	ner		2	2a.
		Stocks Oth	ner		2	2b.
Total investment accounts listed of	on attachment [cui	rrent market value	minus loan balanc	e(s)].	2	2c.
Total Investment Accounts - Ac	dd lines 2a througl	h 2c.			2	2.
Do you have any notes receivable?  If yes, list amount. Attach current listing which includes name, age, and amount of note(s) receivable.						
Do you have accounts receivable, inc	luding e-payment, fa	actoring companies,	and any bartering or	online auction ac	ccounts?	
If yes, list amount. You may be asked to provide a list of your account(s) receivable.						
3. Real Estate (Buildings, lots,	commercial pro	perty, etc.)				
Property Address (number and street,	city, state, and ZIP	code)				
County	Country	Date Purchased Date			Date of I	Final Payment
Name of Creditor Description of Property						
Current Market Value	rent Market Value Loan Balance (Mortgages, etc.) Actual Value (Current market 3a.			narket va	alue minus loan balance)	
Property Address (number and street,	city, state, and ZIP	code)				
County	Country	Country Date Purchased Date			Date of I	Final Payment
Name of Creditor	Description of Property					
Current Market Value	Loan Balan	ce (Mortgages, etc.)	Actual \ 3b.	/alue <i>(Current m</i>	narket va	alue minus loan balance)
Total value of additional property( [current market value minus any l		chment	3c.			
Total Real Estate - Add lines 3a	through 3c.		3.			

4. Business Vehicles (Cars	s, boats, m	otorcy	cles, trailer					
Vehicle Make and Model		)	Year	Milea	ge or Use Hours	Date Purchased	Date of Final Payment	
Type of Purchase Monthly Payment Amount  Lease Loan			Name of Cred	litor				
Current Market Value	I	Loan Ba	lance			Actual Value (Current value minus loan; if lease, enter ze 4a.		
Vehicle Make and Model		,	Year	Mileage or Use Hours		Date Purchased	Date of Final Payment	
Type of Purchase ☐ Lease ☐ Loan	Monthl	ly Paym	ent Amount		Name of Cred	itor		
Current Market Value		Loan Ba	alance			Actual Value (Current value minus loan; if lease, enter zero.) 4b.		
Total value of additional vehic	cles listed o	n attacl	hment.			4c.		
Total Business Vehicles – A	dd lines 4a	throug	jh 4c.			4.		
<ol><li>Other Business Equipm</li></ol>	ent							
Type of Equipment								
Current Market Value Loan Balance Actual Value (Current value 5a.				alue minus loan; if lease, enter zero				
Total value of additional equip [current market value minus a						5b.		
Total Other Business Equip	ment – Ad	d lines	5a through 5	ōb.		5.		
Available Equity in Assets - Accounts Receivable. Enter t			ıgh 5, Notes	Receiv	able, and			
Section 3 – Business Incom	_							
Six to twelve month of verifica				vill be re	equired. You n	nay also be required t	o submit Profit and Loss	
Statements to verify the amou								
Note: Round to the nearest	whole dolla	ar. Do r	not enter a i	negativ	e number. If a	any line item is a ne	gative, enter zero on that line	
			Description				Amount	
<b>Business Income</b> – Enter th most recent 6 through 12 mo through 12 months earnings subsidies); or you may use th	nths docum statements.	nentatio , etc., fr	on of commis rom every ot	sions, her sou	invoices, gross irce of income	s receipts from sales/s (such as rental incon	services, etc.; most recent 6	
Gross Receipts							1.	
Gross Rental Income							2.	
Interest Income							3.	

4.

5.

6.

Dividends

Other Income

**Total Business Income –** Add Lines 1 through 5.

# Section 3 – Business Income and Expense Information (continued)

Description	Amount
<b>Business Expenses</b> – Enter the average gross monthly expenses for your business using your most receistatements, bills, receipts, or other documents showing monthly recurring expenses.	nt 6 through 12 months
Materials Purchased (e.g., items directly related to the production of a product or service)	7.
Inventory Purchased (e.g., goods bought for resale)	8.
Gross Wages and Salaries	9.
Rent	10.
Supplies (e.g., items used to conduct business and used up within one year, e.g., office supplies, professional equipment, etc.)	11.
Business Utilities / Telephones (Must provide individual statements for each item claimed in this total.)	12.
Business Vehicle Costs (e.g., gas, oil, repairs, maintenance)	13.
Insurance (other than life)	14.
Current Taxes (e.g., state, federal, and local income tax, excise franchise, occupational, sales and employer's portion of employment taxes, etc.)	15.
Other expenses (e.g., secured debt payments. Specify on attachment. Do not include credit card payments)	16.
Total Business Expenses – Add Lines 7 through 17.	17.
Remaining Monthly Income – Subtract line 17 from line 6.	18.

Complete this section to provide the additional information DOR needs to consider settlement of your tax debt. If you or your business are currently in bankruptcy proceedings, you are not eligible to apply for an offer.

are currently in bankruptcy proceed	edings, you are not eligible	e to apply	for an offer.				
Is the business currently in bankruptcy? ☐ Yes ☐ No				ever filed bankrupto No	sy?		
If yes, date filed (mm/dd/yyyy)  Date dismissed/discharged (mm/dd			(y) Petition Num	ber	Location Filed		
Does this business have other busined Yes No	Does this business have other business affiliations (e.g., subsidiary or parent companies)?  Yes No						
If yes, list the Name, Relationship/Str	ucture (e.g., subsidiary or pa	rent compa	anies), and Federa	al Employer Identific	cation Number.		
Do any related parties (e.g., partners  Yes No	, officers, employees) owe me	oney to the	business?	If yes, amount			
Is the business currently, or in the pa	st, a party to a lawsuit?	If yes, an	and the suit included tax debt, provide the types of tax and periods involved.				
In the past ten years, has the busine Yes No	ss transferred any assets for	less than	their full value?				
If yes, provide the date, value, and ty	pe of asset transferred.						
In the past three years, has the business transferred any real property (land, house, etc.)?  Yes No							
If yes, list the type of property, value, and date of the transfer.							
Has the business been located outside the U.S. for six months or longer in the past ten years?  Yes No							
Does the business have any assets or own any real property outside the United States?  Yes No							
If yes, provide description, location, a	nd value.						
Does the business have any funds being held in trust by a third party?  Yes No							
Where funds are held and/or name of third party.							
Does the business have any lines of Yes No	credit?		If yes, credit limit		Amount Owed		
What property secures the line of cre	dit?						

Section 5 – Business Tax Periods Include	d in your Tax Liability Balance	
Tax Year(s)		
Other State Tax(es) [Specify type(s) and period(s	).]	
Explanation of Tax Debts – Please explain why th owe Trust Tax liabilities such as Sales or Withhold	ne tax liability wasn't paid at time collected and due ding Tax, the original balance is required to be paid	
Section 6 – Explanation of Circumstances	3	
where paying the full amount or the minimum offecan provide documentation to prove your situation circumstances below and attach appropriate documentations.		ourself and your family. If this is the case and you nancial profile. If applicable, describe your special
Section 7 – Payment Terms  Please complete the information below regar should be in whole dollars only.		
Important: DOR WILL NOT ACCEPT AN O	_	
NOTE: A Lump Sum payment could result reduction of \$10,000.	. III ali additional reduction of up to 10% 0	on the agreed amount, with a maximum
Enter Offered Amount	Select Type of Payment  Lump Sum  Payment Plan	Payment Plan Monthly Amount Requested
Source of Funds being used to pay your tax liabili	ity. Explain where you will obtain the funds to pay	your offer.

#### **Making Your Payment**

- 1. Please do not send payment prior to acceptance of an offer.
- Once an agreement is reached, you will pay using an automatic payment, debit card, or monthly check.
- 3. You can also use INTIME to make your payment on, or before, your monthly due date.
- 4. Please read the agreement thoroughly; missed payments can result in termination of your agreement.
- 5. All payments must be in U.S. dollars. Do not send cash.

#### Filing Requirements (Must be completed.)

	ggggg
	I have filed all required tax returns and have included a complete copy of any tax return filed within 60 days prior to this offer
	submission.
	I was not required to file a tax return for the following years:
	Reason not required to file:
Тах	Payment Requirements
	I have made all required estimated tax payments for the current tax year.
	I am not required to make any estimated tax payments for the current tax year.

#### Section 8 - Offer Terms

By submitting this offer, I have read, understand and agree to the following terms and conditions:

#### Terms, Conditions, and Legal Agreement

- a. I request that DOR accept the offer amount listed in this offer application as payment of my outstanding tax debt (including interest, penalties, and any additional amounts required by law) as of the date listed on this form. I authorize DOR to amend Section 5 if I failed to list any of my assessed tax debt or tax debt assessed before acceptance of my offer. By submitting a joint offer, both signers grant approval to the Indiana Department of Revenue to disclose the existence of any separate liabilities owed.
- b. I also authorize DOR to amend Section 5 by removing any tax years on which there is currently no outstanding liability. I also understand that if any tax debt that is included in the offer is in dispute in any judicial proceeding it/they will not be included.

#### DOR will keep my payments, fees, and some refunds.

- c. I voluntarily submit the payments made on this offer and understand that they will not be returned even if I withdraw the offer or DOR rejects or returns the offer. DOR will apply my payment in the best interest of the government, choosing which tax years and tax debts to pay off.
- d. DOR will keep any refund, including interest, that I might be due for tax periods extending through the calendar year in which DOR accepts my offer. I cannot designate that the refund be applied to estimated tax payments for the following year or the accepted offer amount. If I receive a refund after I submit this offer for any tax period extending through the calendar year in which DOR accepts my offer, I will return the refund within 30 days of notification.
- e. I understand that the amount I am offering may not include part or all of an expected or current tax refund, money already paid, funds attached by any collection action, or anticipated benefits from a capital or net operating loss.
- f. DOR will keep any monies it has collected prior to this offer. DOR may levy up to the time that DOR official signs and acknowledges my offer as pending, which is accepted for processing and DOR may keep any proceeds arising from such a levy.
- g. DOR will keep any payments that I make related to this offer. I agree that any funds submitted with this offer will be treated as a payment. I also agree that any funds submitted with periodic payments made after the submission of this offer and prior to the acceptance, rejection, or return of this offer will be treated as payments.

#### Pending status of an offer and right to appeal

h. Once an authorized DOR official signs this form, my offer is considered pending as of that signature date and it remains pending until DOR accepts, rejects, returns, or I withdraw my offer. An offer will be considered withdrawn when DOR receives my written notification of withdrawal by personal delivery or certified mail or when I inform DOR of my withdrawal by other means and DOR acknowledges in writing my intent to withdraw the offer.

# I must comply with my future tax obligations and understand I remain liable for the full amount of my tax debt until all terms and conditions of this offer have been met.

- i. I will comply with all provisions of the State of Indiana tax laws, including requirements to timely file tax returns and timely pay taxes for the five year period beginning with the date of acceptance of this offer and ending through the fifth year, including any extensions to file and pay. I agree to promptly pay any liabilities assessed after acceptance of this offer for tax years ending prior to acceptance of this offer that were not otherwise identified in Section 1 or Section 2 of this agreement. I also understand that during the five year period I cannot request an installment agreement for unpaid taxes incurred before or after the accepted offer. If this is an offer being submitted for joint tax debt, and one of us does not comply with future obligations, only the non-compliant taxpayer will be in default of this agreement. An accepted offer will not be defaulted solely due to the assessment of an individual shared responsibility payment.
- j. I agree that I will remain liable for the full amount of the tax liability, accrued penalties and interest, until I have met all the terms and conditions of this offer. Penalty and interest will continue to accrue until all payment terms of the offer have been met. If I file for bankruptcy before the terms and conditions of the offer are met, I agree that DOR may file a claim for the full amount of the tax liability, accrued penalties and interest, and that any claim DOR files in the bankruptcy proceeding will be a tax claim.
- k. Once DOR accepts my offer in writing, I waive any right to challenge the tax debt(s) in court or by filing a refund claim or refund suit for any liability or period listed, even if I default on the terms of the accepted offer.

#### I understand what will happen if I fail to meet the terms of my offer (e.g., default).

I. If I fail to meet any of the terms of this offer, DOR may revoke the satisfaction of tax lien and file a new notice of state tax lien; levy or sue me to collect any amount ranging from one or more missed payments to the original amount of the tax debt (less payments made) plus penalties and interest that have accrued from the time the underlying tax liability arose. DOR will continue to add interest on the amount DOR determines is due after default.

#### I agree to waive time limits provided by law.

m. To have my offer considered, I agree to the extension of the time limit provided by law to assess my tax debt (statutory period of assessment). I agree that the date by which DOR must assess my tax debt will now be the date by which my debt must currently be assessed plus the period of time my offer is pending plus one additional year if DOR rejects, returns, or terminates my offer or I withdraw it. (Paragraph j. of this section defines pending and withdrawal.) I understand that I have the right not to waive the statutory period of assessment or to limit the waiver to a certain length or certain periods or issues. I understand, however, that DOR may not consider my offer if I refuse to waive the statutory period of assessment or if I provide only a limited waiver. I also understand that the statutory period for collecting my tax debt will be suspended during the time my offer is pending with DOR, for 30 days after any rejection of my offer by DOR.

#### I understand DOR may file a Notice of State Tax Lien on my property.

n. DOR may file a Notice of State Tax Lien during consideration of the offer. DOR may file a Notice of State Tax Lien to protect the State's interest on offers that will be paid over time. This tax lien will be released 30 days after the payment terms have been satisfied and the payment has been verified. If the offer is accepted, the tax lien will be released within 30 days of when the payment terms have been satisfied and the payment has been verified.

### **Correction Agreement**

 I authorize DOR to correct any typographical or clerical errors or make minor modifications to my/our Form CIS-B that I signed in connection to this offer.

#### I authorize DOR to contact relevant third parties.

p. By authorizing DOR to contact third parties, I understand that I will not be notified of which third parties DOR contacts as part of the offer application process, including tax periods that have not been assessed. In addition, I authorize DOR to request a consumer report on me from a credit bureau.

# I am submitting an offer as an individual for a joint liability.

q. I understand if the liability sought to be compromised is the joint and individual liability of myself and my co-obligor(s) and I am submitting this offer to compromise my individual liability only, then if this offer is accepted, it does not release or discharge my co-obligor(s) from liability. The State of Indiana still reserves all rights of collection against the co-obligor(s).

Signa	atures			
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 / Corporation Name	Telephone Number	Today's Date (mm/dd/yyyy)		
By signing this form you are authorizing DOR to contact you at the telephone number or e-mail address listed above and leave				
detailed messages concerning this application.				
Signature of Taxpayer / Corporation Name	Telephone Number	Today's Date (mm/dd/yyyy)		
By signing this form you are authorizing DOR to contact you at the telephone number or e-mail address listed above and leave				
detailed messages concerning this application.				

If you would like to have someone represent you during the offer investigation, attach a valid, signed Indiana Power of Attorney, Form POA-1, with this application or a copy of a previously filed form. Indiana Power of Attorney, Form POA-1, allows for representation and receipt of confidential information. You should also include the current tax year on the form, in the list of applicable years or periods.

Daid Duana	real Llee Only			
•	rer Use Only			
If you are a paid preparer and you prepared form CIS-B for the taxp	oayer submitting an offer, we reques	st that you complete and sign.		
Signature of Preparer	Telephone Number	Today's Date (mm/dd/yyyy)		
Email address of Paid Preparer				
By signing this form you are authorizing DOR to contact you at the	e telephone number or e-mail addre	ess listed above and leave		
detailed messages concerning this application.				
Name of Paid Preparer	Preparer's CAF Number or PTIN			
Name of Firm (Or your name if self-employed)				
Address of Firm (number and street, city, state, and ZIP code)				
	t Statement			
We ask for the information on this form to carry out the State of In	diana revenue laws.			
Our purpose for requesting the information is to determine if it is in	n the best interests of DOR to acce	pt an offer.		
Failure to provide all of the information may prevent us from proce	essing your request.			
Application Checklist				

Review the entire application using the Application Checklist below. Include this checklist with your application.

Remember to include all applicable attachments listed below. Failure to provide documentation listed below could result in

the	denial and closure of your application.
	Copies of the TWO most recent statements from ALL sources of income. This includes Notes and Accounts Receivable.
	Current Profit and Loss Statement covering the most recent six through twelve months.
	Copies of the TWO most recent statements for each bank, investment, and retirement account.
	Copies of the TWO most recent statements from lender(s) on loans such as mortgages, second mortgages, vehicles, etc. (showing
	monthly payments, loan payoffs, and balances). If an asset is used as collateral on a loan, include copies of the most recent
	statement from lender(s).
	Copies of the TWO most recent statements on any expenses claimed such as housing lease agreement, utilities, insurances,
	business vehicle expenses, wages and salaries paid, employer portion of taxes paid, etc.
	Documentation to support any special circumstances described in the "Explanation of Circumstances", if applicable.
	Attach an Indiana Department of Revenue Power of Attorney, form POA-1, Power of Attorney, if you would like your attorney, CPA,
	or enrolled agent to represent you and you do not have a current form on file with DOR.

#### Mail, Email, or Fax the application package.

Make a copy of your application package and keep it for your records.

- Fax: (317) 232-5425
- Email: <a href="mailto:taxadvocate@dor.in.gov">taxadvocate@dor.in.gov</a>
- Mail the completed application package to DOR's TAO at:

Taxpayer Advocate Office Indiana Department of Revenue PO Box 6155 Indianapolis, IN 46206-6155