

Form FS-OICState Form 50112
(R5 / 9-20)

Indiana Department of Revenue

Offer in Compromise**► To: Commissioner of Indiana Department of Revenue**

In the following agreement, the pronoun "we" may be assumed in place of "I" when there are joint liabilities and both parties are signing this agreement.

I submit this offer to compromise the tax liabilities plus any interest, penalties, additions to tax, and additional amounts required by law for the tax type and period(s) marked in Section 1 or Section 2 below.

DOR Received Date

Include the completed Form CIS-I and/or CIS-B and supporting documentation. You should fill out either Section 1 or Section 2, but not both, depending on the tax debt you are offering to compromise

Section 1 Individual Information (Form 1040 filers)

If you are an Individual filer, an individual with personal liability for Excise tax, individual responsible for Trust Fund taxes, self-employed individual, individual personally responsible for partnership liabilities, and/or an individual who operated as a disregarded single member Limited Liability Company (LLC) taxed as a sole proprietor prior to 2009 you should fill out Section 1.

Your First Name, Middle Initial, Last Name

Social Security Number (SSN)

- -

If a Joint Offer, Spouse's First Name, Middle Initial, Last Name

Social Security Number (SSN)

- -

Your Home Physical Address (*Street, City, State, ZIP Code, County of Residence*)Your Home Mailing Address (*if different from above or Post Office Box number*)

Is this a new address?

 Yes No

If yes, would you like us to update our records to this address?

 Yes No

Your Employer Identification Number (if applicable)

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Individual Tax Periods (If Your Offer is for Individual Tax Debt Only) Income Tax-Year(s) _____ Other State Tax(es) [specify type(s) and period(s)] _____

Note: If you need more space, use attachment and title it "Attachment to Form dated _____." Make sure to sign and date the attachment.

Section 2 Business Information (Form 1120, 1065, etc., filers)

If your business is a Corporation, Partnership, LLC, or LLP and you want to compromise those tax debts, you must complete this section. You must also include all required documentation including Form CIS-B.

Business Name _____

Business Physical Address (Street, City, State, ZIP Code) _____

Business Mailing Address (Street, City, State, ZIP Code) _____

Employer Identification Number (EIN) _____

Name and Title of Primary Contact _____

Telephone Number _____

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Business Tax Periods (If Your Offer is for Business Tax Debt Only)

Income Tax-Year(s) _____

Other Federal Tax(es) [specify type(s) and period(s)] _____

Note: If you need more space, use attachment and title it "Attachment to Form FS-OIC dated _____." Make sure to sign and date the attachment.

Section 3 Reason for Offer

Doubt as to Collectibility - I do not have enough in assets and income to pay the full amount.

Doubt as to Liability - I do not owe part or all of the assessed tax amount due.

Economic Hardship - I owe this amount and have enough in assets and income to pay the full amount, but due to my exceptional circumstances, requiring full payment would cause an economic hardship or collection of the full liability would undermine public confidence that the tax laws are being administered in a fair and equitable manner. I am submitting a written narrative explaining my circumstances.

Explanation of Circumstances (Add additional pages, if needed) – DOR understands that there are unplanned events or special circumstances, such as serious illness, where paying the full amount or the minimum offer amount might impair your ability to provide for yourself and your family. If this is the case and you can provide documentation to prove your situation, then your offer may be accepted despite your financial profile. If applicable, describe your special circumstances below and attach appropriate documents to this offer application.

Section 4**Payment Terms**

Check one of the payment options below to indicate how long it will take you to pay your offer in full. You must offer more than \$0. The offer amount should be in whole dollars only.

Lump Sum Cash

Check here if you will pay your offer in 2 or fewer monthly payments from the date of acceptance:

Total Offer Amount	-	20% Initial Payment (optional)	=	Remaining Balance
\$	-	\$	=	\$
You may pay the remaining balance in one payment after acceptance of the offer or up to five payments, but cannot exceed 5 months.				
Amount of payment	\$	payable within	1	Month after acceptance
Amount of payment	\$	payable within	2	Month after acceptance

Check here if you will pay your offer in full in 3 to 72 months.

Enter the amount of your offer \$ _____

DOR Use Only

Attached is an addendum dated (insert date) _____ setting forth the amended offer amount and payment terms.

Section 5 Source of Funds, Making Your Payment, Filing Requirements, and Tax Payment Requirements**Source of Funds**

Tell us where you will obtain the funds to pay your offer. You may consider borrowing from friends and/or family, taking out a loan, or selling assets.

Making Your Payment

Make checks payable to the "Indiana Department of Revenue" and attach to the front of your Form FS-OIC, Offer in Compromise. All payments must be in U.S. dollars. **Do not send cash. Down payments are optional and not required.**

Filing Requirements

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: _____

Tax Payment Requirements (check all that apply)

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 6**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 1 and/or Section 2 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.
Terms, Conditions, and Legal Agreement

b) I also authorize DOR to amend Section 1 and/or Section 2 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 the 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.

Section 6 (Continued) Offer Terms

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 of 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 have no right to challenge the tax debt(s) in court or by filing a refund claim or refund suit for any liability or period listed in Section 1 or Section 2, even if I default the terms of the accepted offer.

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

l) 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 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 the IRS may file a Notice of Federal 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

o) I authorize DOR, to correct any typographical or clerical errors or make minor modifications to my/our Form FS-OIC that I signed in connection to this offer.

I authorize the IRS to contact relevant third parties in order to

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).

DOR Use Only. I accept the waiver of the statutory period of limitations on assessment for the Indiana Department of Revenue, as described in Section 7(p).		
Signature of Authorized Indiana Department of Revenue Official	Title	Date (mm/dd/yyyy)

Section 7	Signatures	
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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 ▶	Phone Number () -	Today's Date (mm/dd/yyyy)
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By checking this box you are authorizing DOR to contact you at the telephone number listed above and leave detailed messages concerning this offer on your voice mail or answering machine.

Signature of Taxpayer/Corporation Name ▶	Phone Number () -	Today's Date (mm/dd/yyyy)
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By checking this box you are authorizing the DOR to contact you at the telephone number listed above and leave detailed messages concerning this offer on your voice mail or answering machine.

Section 8	Paid Preparer Use Only	
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Signature of Preparer	Phone Number () -	Today's Date (mm/dd/yyyy)
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By checking this box you are authorizing DOR to contact you at the telephone number listed above and leave detailed messages concerning this offer on your voice mail or answering machine.

Name of Paid Preparer	Preparer's CAF No. or PTIN
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Firm's Name (or yours if self-employed), Address, and ZIP Code

If you would like to have someone represent you during the offer investigation, attach a valid, signed Indiana Power of Attorney, Form IN-POA, with this application or a copy of a previously filed form. Indiana Power of Attorney, Form IN-POA, 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.

Privacy Act Statement

We ask for the information on this form to carry out the State of Indiana revenue laws. Our purpose for requesting the information is to determine if it is in the best interests of DOR to accept an offer. Failure to provide all of the information may prevent us from processing your request. If you are a paid preparer and you prepared form FS-OIC for the taxpayer submitting an offer, we request that you complete and sign Section 8 on Form FS-OIC, and provide identifying information. Providing this information is voluntary.