



Installment Agreement and Electronic Funds Transfer (EFT) Authorization

Account Number:

You requested an installment agreement with a monthly payment of _____ To complete your installment agreement request, fill out the information below and return it to us in the enclosed envelope within 15 days of the date of this notice. Failure to provide complete information delays processing your request. To pay by electronic funds transfer (EFT), complete the EFT authorization below.

Upon receipt of your completed request, we will notify you if we accept or reject your request for an installment agreement. If the installment agreement request is approved, a \$34.00 fee will be added to your account balance to establish the installment agreement (Revenue and Taxation Code Section 19591(a)(1)). Interest and penalties continue to accrue until your account is paid in full.

Installment Agreement Request

<input type="checkbox"/>	By initialing this box, I certify that I have a financial hardship because the tax liability I owe exceeds \$10,000, or the installment period for payment exceeds 36 months, or both.
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Signature Required for Installment Agreement Request: My signature certifies that I read and agree to the taxpayer installment agreement conditions on PAGE 2.

X

Print Name:	Telephone Number:	Date:
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EFT Authorization

I authorize an electronic funds withdrawal for the following:

Box 1. Payment Amount You Will Pay Each Month: :	Box 2. Enter a Date (no later than the 28 th) You Will Make Each Payment:
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Bank Name and Address:

Bank Routing Number:	Bank Account Number:	Check One: Checking <input type="checkbox"/> Savings <input type="checkbox"/>
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I certify that I have the authority to request an electronic funds withdrawal from the account identified above. I authorize the Franchise Tax Board (FTB) to initiate and process electronic funds withdrawal entries from the above account. This authorization remains in effect until one of the following occurs: 1) All unpaid tax liabilities due or becoming due during the course of this agreement are paid. 2) FTB terminates the installment agreement. 3) FTB receives written notice of cancellation of this EFT authorization within five business days prior to the payment due date.

I request an electronic funds transfer from my bank account to pay the amount in Box 1 above each month on the day specified in Box 2. If this date falls on a Saturday, Sunday, or state holiday, I authorize the transfer for the next business day.

If FTB cannot deduct the monthly payment from my bank account because of insufficient funds or because my account is closed, FTB may terminate my installment agreement. I understand that FTB may charge me a Dishonored Payment Penalty and a collection fee. I am also responsible for any overdraft fees charged to my account.

Signature Required for EFT Authorization: X

Print Name:	Telephone Number:	Date:
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(800) 689-4776

Taxpayer Installment Agreement Conditions

You agree to:

- Make your monthly payments until your tax liability is paid in full.
- Maintain adequate funds in your bank account.
- File all required valid income tax returns timely.
- Pay all future income tax balances timely.
- Pay a \$34.00 installment agreement fee, which we will add to your balance due. (The fee amount is subject to change without notice.)
- Certify that you have a financial hardship if the tax liability you owe exceeds \$10,000, **or** the installment period for payment exceeds 36 months, **or** both.
- Confirm that the withholding rates for California Form DE 4 and Internal Revenue Service W-4, on file with your employer, are correct. Adjust your forms accordingly, if the withholding rates are incorrect. Make any required estimated payments if you receive income from sources other than wages.

EFT Authorization:

- Your authorization remains in effect until one of the following applies: 1) All unpaid tax liabilities due or becoming due during the course of your agreement are paid, 2) FTB terminates the installment agreement, 3) FTB receives written notice of cancellation of this EFT authorization within five business days prior to the payment due date.
- If FTB cannot deduct the monthly payment from your bank account because of insufficient funds or because your bank account is closed, FTB may terminate your installment agreement. FTB may charge you a Dishonored Payment Penalty and a collection fee. You are responsible for any overdraft fees charged by your bank.

Future State and Federal Refunds, and Interagency Intercept Collections

We will keep state tax refunds due to you and apply the funds towards your balance. This action does not replace your monthly payment. We may also submit your account to the Federal Treasury Offset Program. An offset occurs when we offset the federal tax refund you would have received to pay all or a portion of a state income tax debt you owe. If the full amount owed is not collected in one year, we may offset future federal payments to satisfy your tax debt. We may also intercept funds due to you from another state agency.

Termination of Installment Agreement

We may terminate your installment agreement for reasons, including but not limited to, your failure to comply with the terms of the installment agreement, or your misrepresentation of your financial condition. In such case, we will send you FTB 4021, *Intent to Terminate Installment Agreement*, which states that we intend to terminate your installment agreement 30 days from the notice date and the reasons for the termination. We may require that you pay your balance in full within 60 days of that notice date. If we agree to re-establish your installment agreement, we will charge you another installment agreement fee.

If we terminate your installment agreement, you may request, in writing, an independent administrative review of the termination. You must mail us your written request for review within 30 days of the termination date, otherwise collection actions may resume. Mail your written request and supporting documents to the Taxpayers' Rights Advocate at: EXECUTIVE SERVICES SECTION MS A381, PO BOX 157, RANCHO CORDOVA CA 95741-0157.

Franchise Tax Board Privacy Notice

Get FTB 1131, *Franchise Tax Board Privacy Notice*, at ftb.ca.gov or call us at (800) 338-0505. If outside the United States, call (916) 845-6600.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: (800) 852-5711 from within the United States
(916) 845-6500 from outside the United States
TTY/TDD: (800) 822-6268 for persons with hearing or speech impairments