

**Offer in Compromise**

For Liabilities Not Fixed and Final, and Subject to Administrative Review

**Use Form DTF-4.1 instead** if you do not have formal protest or appeal rights (*see instructions*).

1. Name of taxpayer(s)/trade or business name(s)		Telephone number (     )	Social security number(s)
Physical home address		Employer identification number (EIN)	
Mailing address ( <i>if different from above, or if a PO box number</i> )		Entity type(s)	
Business address		<input type="checkbox"/> Individual	
Name of taxpayer's representative ( <i>attach power of attorney; see instructions</i> )		Telephone number (     )	<input type="checkbox"/> Partnership
Address of taxpayer's representative			<input type="checkbox"/> Corporation
			<input type="checkbox"/> Other _____

**2.** What is the offer based on? Mark an **X** in one or both boxes (*see instructions*)

- ☐ Doubt as to liability                      ☐ Doubt as to collectibility **or** Collection in full would cause undue economic hardship  
(*must include Form DTF-5*)

**3.** Total amount offered (*must be more than \$0*)\$ 

Is the sum offered in compromise borrowed money? ..... ☐ Yes ☐ No  
(*If Yes, enter name and address of lender and list of collateral, if any, pledged to secure the loan*)

You do not have to include payment with this application. However, if you do, and we do not accept your offer, we will use the money toward the amount you owe.

**4.** Liabilities and payments*(Attach additional pages if needed, and submit copies of all notices)*

Assessment I.D.	Type of tax or liability	Liability period	Amount due	Total payments to date

**5.** Provide the facts and reasons supporting the grounds for acceptance of this offer (*see instructions*)


## 6. Conditions *(please read)*

- 6A.** It is agreed (a) that the Commissioner of Taxation and Finance ("the Commissioner") shall keep all payments, sums collected, and other credits made to the liabilities asserted for the periods covered by this offer, and (b) that the Commissioner shall keep any and all amounts to which taxpayers may be entitled under the Tax Law, due through overpayments of any tax or other liability, offsets, credits, or funds payable to the taxpayers that are available to New York State (for example, lottery offsets and unclaimed funds), for periods ending before, or within, or as of the end of the calendar year in which this offer is accepted (and which are not in excess of the difference between the liability sought to be compromised and the amount offered).
- 6B.** Any payments made under the terms of this offer shall be applied, unless otherwise agreed in writing, to the liabilities of the taxpayer(s) in the order determined upon by the Commissioner.
- 6C.** It is further agreed and consented to by the taxpayer(s) that upon notice of the acceptance of this offer, the taxpayer(s) shall have no right to contest in the Bureau of Conciliation and Mediation Services, the Division of Tax Appeals, any court, or otherwise, at any time, the amount of the liability sought to be compromised. The Tax Department will not compromise any liability, nor satisfy any warrant, until all obligations of each taxpayer under the compromise agreement, or any collateral agreement, are completely performed and satisfied. In the event of a default by any taxpayer on the compromise agreement, or on any collateral agreement, or if this is a deferred payment offer and there is a default in payment of any installment of principal or interest due under its terms, or a default on any other term that the taxpayer(s) may have agreed upon with the Commissioner for acceptance of the deferred payments, New York State, at the option of the Commissioner or an official designated by him or her, may (a) proceed immediately by suit to collect the entire unpaid balance of the offer; or (b) proceed immediately by suit to collect as liquidated damages an amount equal to the liability sought to be compromised, minus any payments already received under the terms of the offer, with interest on the unpaid balance at the annual rate(s) as established under the Tax Law and compounded from the date of default; or (c) disregard the amount of the offer and apply all amounts previously deposited under the offer against the amount of the liability sought to be compromised, immediately and without further notice file a warrant thereon and proceed to collect the balance of the original liability. The taxpayer(s) agrees that any pending conciliation conference or proceedings before the Division of Tax Appeals, or any right thereto, pursuant to Tax Law sections 170, 171, and Article 40 thereof, and the regulations adopted pursuant thereto, on the liability compromised, are finally and irrevocably concluded or waived, as the case may be.
- 6D.** It is understood that this offer will be considered and acted upon in due course and does not relieve the taxpayer(s) from the liability sought to be compromised, unless and until the offer is accepted in writing by the Commissioner, and there has been full compliance with the terms of the offer and any collateral agreements.
- 6E.** Taxpayers waive the benefit of any statute of limitations applicable to the assessment and collection of liabilities sought to be compromised, and agree to the suspension of the running of the statutory period of limitations on assessment and collection for the period during which this offer is pending, and for one year thereafter. For these purposes, the offer shall be deemed pending from the date of acceptance of the waiver of the statutory period of limitations by an authorized Tax Department official, until the date on which the offer is formally accepted, rejected, or withdrawn in writing.
- 6F.** Taxpayers waive any statute of limitations defenses to the assessment and collection of the liability sought to be compromised, and further waive any statute of limitations defenses against the issuance of new assessment(s) for the compromised liability in the event any taxpayer fails to comply with the terms of the offer in compromise.
- 6G.** Taxpayers also agree to forfeit any current capital loss or net operating loss credits taken on any future New York State return.
- 6H.** Taxpayers agree that during the five-year period, beginning with the date we accept the offer, to comply with all provisions of the New York State Tax Law regarding filing tax returns and paying all required taxes on all required returns.

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## 7. Signatures

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Under penalties of perjury, I declare that I have examined this application, including accompanying documents, and to the best of my knowledge it is true, correct, and complete. I also affirm that I have read, understand, and agree to the terms and conditions above.

I authorize the New York State Department of Taxation and Finance (DTF) to contact certain third parties, including but not limited to financial institutions and consumer credit reporting agencies, and to obtain my consumer credit report for the purpose of verifying the information I provided to DTF for determining my eligibility for the Offer-in-Compromise Program. In addition, I authorize DTF to use my social security number when requesting my credit history from consumer reporting agencies or when verifying the information provided. I understand that DTF will not notify me about which third parties, if any, are contacted by DTF as part of this review process.

Pursuant to Tax Law section 171, subdivision eighteenth (a), the undersigned submits this offer to the Commissioner to compromise any liabilities.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of taxpayer(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of taxpayer(s)

**Corporations:** See instructions on page 4, *Section 7*.