UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15d of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 2, 2005

INTUIT INC.

(Exact name of registrant as specified in its charter)

Delaware	000-21180	77-0034661
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2700 Coast Avenue
Mountain View, CA 94043
(Address of principal executive offices, including zip code)

(650) 944-6000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01 Entry into a Material Definitive Agreement.

Employment Agreement with New Executive Officer

In connection with the appointment of Kiran Patel as Intuit's Senior Vice President and Chief Financial Officer, Intuit has entered into an employment agreement with Mr. Patel dated September 2, 2005. Mr. Patel will commence employment with Intuit on September 12, 2005 ("Commencement Date"). The material terms of our agreement with Mr. Patel are described below.

Salary and Bonus. Mr. Patel will be paid an annual base salary of $675,000. Mr. Patel also will receive a $350,000 sign-on bonus payable within 30 days of his Commencement Date. In the event that Mr. Patel resigns prior to the first anniversary of his Commencement Date, Mr. Patel is required to repay to Intuit a prorated portion of the sign-on bonus. Mr. Patel is also eligible to receive a target annual bonus of 75% of his base salary in accordance with the terms of an Intuit incentive compensation plan.

Deferred Compensation Plan. Mr. Patel will also be eligible to participate in Intuit's 2005 Executive Deferred Compensation Plan ("NQDCP"). If Mr. Patel is employed by Intuit on the first anniversary of his Commencement Date, Intuit will make a fully vested contribution of $350,000 on Mr. Patel's behalf to the NQDCP. He will not be entitled to this contribution if his employment terminates prior to the first anniversary of his Commencement Date. If Mr. Patel is employed by Intuit on the second anniversary of his Commencement Date, Intuit will make a fully vested employer contribution of $350,000 on his behalf to the NQDCP. Mr. Patel will not be entitled to this contribution if his employment terminates prior to the second anniversary of his Commencement Date. If Mr. Patel is employed by Intuit on the third anniversary of his Commencement Date, Intuit will make a fully vested employer contribution of $350,000 on his behalf to the NQDCP. Mr. Patel will not be entitled to this contribution if his employment terminates prior to the third anniversary of his Commencement Date. In accordance with the terms and conditions of the NQDCP, Mr. Patel will be able to elect to have these contributions credited with earnings pursuant to the investment alternatives offered under the NQDCP and elect when to take distribution of these contributions and any earnings credited thereon.

Nonqualified Stock Option. Mr. Patel will be granted a nonqualified stock option to purchase 425,000 shares of Intuit common stock on the seventh business day of the month following his Commencement Date. The exercise price per share will be equal to the closing price of our common stock on the date of grant and will vest over three years, as to 33-1/3% of the option shares on the first anniversary of Mr. Patel's Commencement Date and an additional 2.778% of the option shares monthly thereafter. The option shares will be subject to the terms of the Intuit Inc. 2005 Equity Incentive Plan.

Matching Stock Units. Mr. Patel will participate in Intuit's Share Ownership and Matching Unit Program (the "Program"). Under the terms of the Program, Mr. Patel will be required to acquire and hold a minimum of 3,000 shares of our common stock by September 12, 2008, the third anniversary of his Commencement Date. Pursuant to the Program, which is designed to give senior vice presidents an incentive to acquire our common stock, we will grant Mr. Patel a matching unit for one share of our common stock for every two shares Mr. Patel purchases, up to a maximum of 1,500 matching units. The matching units will be awarded in the form of restricted stock units and will be subject to four-year vesting in accordance with the terms of the Program.

Separation Benefits. Under certain circumstances related to the termination of Mr. Patel's employment, and conditioned upon Mr. Patel's execution of a release and waiver of claims, Mr. Patel will also be entitled to receive severance benefits as set forth below.

In the event of Mr. Patel's termination following a change in control of Intuit, his involuntary termination or termination without cause, all as defined in Mr. Patel's employment agreement, Mr. Patel will be entitled to (i) a single lump sum severance payment equal to 18 months of his then current annual base salary and one and one-half times his target bonus for the then current fiscal year; and (ii) immediate acceleration of the vesting and exercisability of his new hire stock option equal to the number of shares that would have vested and become exercisable in the 18 full calendar months following the effective date of such termination.

The above description is qualified in its entirety by reference to Mr. Patel's employment agreement which is filed as Exhibit 10.01 to this report on Form 8-K.

Amendments to Existing Employment Agreements with Executive Officers

On September 6, 2005, Intuit entered into amendments to existing employment agreements with each of Robert B. ("Brad") Henske, Intuit's Senior Vice President/General Manager, Consumer Tax Group and Brad Smith, Intuit's Senior Vice President/General Manager, QuickBooks. Under the amendments, the target bonus for each of Mr. Henske and Mr. Smith has been increased from 60% to 75% of his respective base salary.

The form of amendment to Mr. Henske's and Mr. Smith's employment agreements is filed as Exhibit 10.02 to this report on Form 8-K.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

Effective September 12, 2005, the Compensation and Organizational Development Committee of Intuit's Board of Directors appointed Kiran Patel as Senior Vice President and Chief Financial Officer of Intuit, replacing Intuit's current Chief Financial Officer, Robert B. ("Brad") Henske, who will continue in his position as Senior Vice President/General Manager, Consumer Tax Group.

Beginning in 2001, Mr. Patel, 57, served as Executive Vice President and Chief Financial Officer of Solectron Corporation, a provider of electronics supply chain services, where he led finance, legal, investor relations and business development activities. In 2000, Mr. Patel was the Chief Financial Officer of iMotors, an Internet-based value-added retailer of used cars. Previously, Mr. Patel had a 27-year career with Cummins Inc., where he served in a broad range of finance positions, most recently as Chief Financial Officer and Executive Vice President. Mr. Patel holds a master's degree in business administration and a bachelor's degree in electrical engineering from the University of Tennessee, and is a certified public accountant. The material terms of Mr. Patel's employment agreement are described in Item 1.01 of this report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

10.01 Employment Agreement dated September 2, 2005 between Intuit Inc. and Kiran Patel.

10.02 Form of Amendment dated September 6, 2005 to Employment Agreement between Intuit and each of Robert B. Henske and Brad Smith.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Intuit Inc.

Date: September 8, 2005

By: /s/ Robert B. Henske
Robert B. ("Brad") Henske
Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.01	Employment Agreement dated September 2, 2005 between Intuit Inc. and Kiran Patel.
10.02	Form of Amendment dated September 6, 2005 to Employment Agreement between Intuit and each of Robert B. Henske and Brad Smith.

Exhibit 10.01

P.O. Box 7850
Mountain View CA 94039-7850

August 29, 2005

Kiran Patel

Employment Agreement

Dear Kiran:

On behalf of Intuit Inc. ("*Intuit*" or the "*Company*"), I am pleased to offer you the position of Senior Vice President, Chief Financial Officer on the terms set forth below.

1. Position. You will be employed by Intuit and appointed as its Senior Vice President, Chief Financial Officer, effective September 12, 2005 (the "*Commencement Date*") and continuing thereafter until termination pursuant to Section 8. You will report to the President and Chief Executive Officer of Intuit. You will be expected to devote your full working time and attention to the business of Intuit, and you will not render services to any other business without the prior approval of the Board of Directors or, directly or indirectly, engage or participate in any business that is competitive in any manner with the business of Intuit. You will also be expected to comply with and be bound by the Company's operating policies, procedures and practices that are from time to time in effect during the term of your employment.

2. Base Salary. Your initial base annual salary will be $675,000, payable in accordance with Intuit's normal payroll practices with such payroll deductions and withholdings as are required by law. Your base salary will be reviewed on an annual basis and increased from time to time, but such compensation shall not be reduced below $675,000 during your term of employment.

3. Bonus.

(a) You will be eligible to receive a target annual bonus of 75% of your annual base salary (the "*Target Bonus*") in accordance with an Intuit incentive compensation plan.

(b) You will receive a signing bonus of $350,000 (the "*Sign — On Bonus*"), less such payroll deductions and withholdings as are required by law, within thirty days following the Commencement Date. In the event you resign within twelve months of commencing employment at Intuit, you agree to repay a prorated portion of the Sign-On Bonus back to Intuit.

4. Deferred Compensation Plan Contributions.

(a) If you are employed by Intuit on the first anniversary of the Commencement Date, Intuit will make a fully vested employer contribution of $350,000 on your behalf to the Intuit Inc. 2005 Executive Deferred Compensation Plan (the “NQDCP”). Intuit will make this contribution within thirty days following the first anniversary of the Commencement Date You will not be entitled to this contribution if your Intuit employment terminates prior to the first anniversary of the Commencement Date.

(b) If you are employed by Intuit on the second anniversary of the Commencement Date, Intuit will make a fully vested employer contribution of $350,000 on your behalf to the NQDCP. Intuit will make this contribution within thirty days following the second anniversary of the Commencement Date. You will not be entitled to this contribution if your Intuit employment terminates prior to the second anniversary of the Commencement Date.

(c) If you are employed by Intuit on the third anniversary of the Commencement Date, Intuit will make a fully vested employer contribution of $350,000 on your behalf to the NQDCP. Intuit will make this contribution within thirty days following the third anniversary of the Commencement Date. You will not be entitled to this contribution if your Intuit employment terminates prior to the third anniversary of the Commencement Date.

(d) In accordance with the terms and conditions of the NQDCP, you will be able to elect to have these contributions credited with earnings pursuant to the investment alternatives offered under the NQDCP and elect when to take distribution of these contributions and any earnings credited thereon.

5. Stock Options. The Compensation and Organizational Development Committee of the Board of Directors shall grant you a nonqualified stock option to purchase 425,000 shares of Intuit common stock (the “New Hire Option”). This New Hire Option will be granted to you on the seventh business day of the month following the Commencement Date. The exercise price per share will be equal to the closing price of Intuit’s Common Stock on the Nasdaq National Market on the date of grant. If, however, that is not a trading day, the exercise price per share will be the closing price on the last trading day preceding the date of grant. The New Hire Option will be subject to the terms of the Intuit Inc. 2005 Equity Incentive Plan.

The New Hire Option will vest over three years as to 33-1/3% of the option shares twelve months from your Commencement Date, and as to an additional 2.778% of the option shares monthly thereafter for the next two years, provided you remain employed on the vesting date. Notwithstanding the foregoing vesting schedule for the New Hire Option, in the event of your Termination Following a Change in Control, an Involuntary Termination or Termination without Cause and in accordance with Sections 10(b) and 10(c) below, you will have immediate acceleration of the vesting and exercisability of the New Hire Option by that portion of the shares subject to the New Hire Option that would have vested and become exercisable in the eighteen (18) full calendar months following the effective date of such termination. The New Hire Option will have a maximum term of seven years from the date of grant, but will terminate earlier in the event your employment terminates.

In the event that your employment terminates, the unvested portion of the New Hire Option will terminate and you will have ninety days following the date of your termination of employment in which to exercise the then vested portion of your New Hire Option. At the end of the ninety days any vested portion of the New Hire Option that you have not yet exercised will terminate. Also as provided in the 2005 Plan, the post-termination exercise period for the New Hire Option will be twelve months in the event your employment terminates due to your disability and eighteen months if your employment terminates due to your death. You should consult a tax advisor concerning your income tax consequences before exercising any of the New Hire Option. Intuit has registered the shares issuable under the options granted under the 2005 Plan on a Form S-8 registration statement and shall keep such registration statement in effect for the entire period the New Hire Option remains outstanding.

6. Other Benefits. You will be eligible for health insurance, 401(k), employee stock purchase plan and other benefits generally offered to all Intuit senior executives of similar rank and status. During your first year of employment, you will accrue four weeks of vacation time.

7. Share Ownership and Matching Unit Program. As a Senior Vice President, you will participate in Intuit's Share Ownership and Matching Unit Program. You will have three years following your Commencement Date in which to acquire and hold a minimum of 3,000 shares of Intuit stock. To provide you with an incentive to acquire Intuit stock, Intuit will grant you a matching unit for one share for every two shares of Intuit stock you buy, up to a maximum of 1,500 matching units. Matching units will not count toward the 3,000 share ownership requirement.

Each matching unit will be a restricted stock unit for one share of Intuit stock that is subject to a four year cliff-vesting schedule. Vesting will accelerate if certain events occur, such as your death, disability or retirement. You will forfeit the matching units if you sell, gift or otherwise transfer the shares you purchase for the matching units, unless you own other shares sufficient to meet the holding requirement. When you vest in your matching units Intuit will issue you the net number of shares after mandatory withholding taxes.

8. Employment and Termination. Your employment with Intuit will be at-will and may be terminated at any time for any reason as follows:

(a) You may terminate your employment upon written notice to the President and Chief Executive Officer of Intuit at any time for "Good Reason," as defined below (an "*Involuntary Termination*");

(b) You may terminate your employment upon written notice to the President and Chief Executive Officer of Intuit at any time in your discretion without Good Reason ("*Voluntary Termination*");

(c) Intuit may terminate your employment upon written notice to you at any time following a determination by the President and Chief Executive Officer that there is "Cause," as defined below, for such termination ("*Termination for Cause*");

(d) Intuit may terminate your employment upon written notice to you at any time in the sole discretion of the President and Chief Executive Officer without a determination that there is Cause for such termination ("*Termination without Cause*");

(e) Your employment will automatically terminate upon your death or upon your disability as determined by the President and Chief Executive Officer ("*Termination for Death or Total Disability*"); provided that "total disability" shall mean that for a period of one hundred eighty (180) days (A)(i) for so long as such definition is used for purposes of Intuit's group life insurance and accidental death and dismemberment plan or group or long term disability plan, that you are unable to perform each of the material duties of any gainful occupation for which you are or become reasonably fitted by training, education or experience and which total disability is in fact preventing you from engaging in any employment or occupation for wage or profit; or (ii) if such definition has changed, such other definition of "total disability" as determined under Intuit's group life insurance and accidental death and dismemberment plan or group long term disability plan; and (B) Intuit shall have received from your primary care physician a certificate that your total disability is likely to be permanent.

(f) During the one year following a Change in Control, (i) if you are not a Section 16 Officer of the surviving entity or acquirer that results from any Change in Control or (2) your employment terminates other than for a Voluntary Termination, Termination for Death or Total Disability or Termination for Cause (a "*Termination Following a Change in Control"*).

9. Definitions. As used in this agreement, the following terms have the following meanings:

(a) "Good Reason" means (i) a reduction in your title or a material reduction in your duties or responsibilities that is inconsistent with your position as Senior Vice President, Chief Financial Officer or a change in your relationship such that you no longer report directly to the Chief Executive Officer; (ii) any reduction in your base annual salary or target bonus opportunity (other than in connection with a general decrease in the salary or target bonuses for all officers of Intuit) without your consent or material breach by Intuit of any of its obligations hereunder after providing Intuit with written notice within seven days of such breach and an opportunity to cure; (iii) failure of any successor to assume this agreement pursuant to Section 15(d) below; or (iv) a requirement by Intuit that you relocate your principal office to a facility more than 50 miles from Intuit's current headquarters;

(b) "Cause" means (i) gross negligence or willful misconduct in the performance of your duties to Intuit (other than as a result of a disability) that has resulted or is likely to result in substantial and material damage to Intuit, after a demand for substantial performance is delivered to you by the Chief Executive Officer which specifically identifies the manner in which you have not substantially performed your duties and you have been provided with a reasonable opportunity to cure any alleged gross negligence or willful misconduct; (ii) commission of any act of fraud with respect to Intuit; or (iii) conviction of a felony or a crime involving moral turpitude causing material harm to the business and affairs of Intuit. No act or failure to act by you shall be considered "willful" if done or omitted by you in good faith with reasonable belief that your action or omission was in the best interests of Intuit.

(c) "Change in Control" means (i) any person or entity becoming the beneficial owner, directly or indirectly, of securities of Intuit representing fifty (50%) percent of the total voting power of all its then outstanding voting securities, (ii) a merger or consolidation of Intuit in which its voting securities immediately prior to the merger or consolidation do not represent, or are not converted into securities that represent, a majority of the voting power of all voting securities of the surviving entity immediately after the merger or consolidation, (iii) a sale of substantially all of the assets of Intuit or a liquidation or dissolution of Intuit, or (iv) individuals who, as of the Commencement Date, constitute the Board of Directors (the "*Incumbent Board*") cease for any reason to constitute at least a majority of such Board; provided that any individual who becomes a director of Intuit subsequent to the Commencement Date, whose election, or nomination for election by Intuit stockholders, was approved by the vote of at least a majority of the directors then in office shall be deemed a member of the Incumbent Board.

10. Separation Benefits. Upon termination of your employment with Intuit for any reason, you will receive payment for all unpaid salary and vacation accrued to the date of your termination of employment; and your benefits will be continued under Intuit's then existing benefit plans and policies for so long as provided under the terms of such plans and policies and as required by applicable law. Under certain circumstances and conditioned upon your execution of a release and waiver of claims against the Company, its officers and directors, you will also be entitled to receive severance benefits as set forth below, but you will not be entitled to any other compensation, award or damages with respect to your employment or termination.

(a) In the event of your Voluntary Termination or Termination for Cause, you will not be entitled to any severance benefits.

(b) In the event of your Involuntary Termination or Termination without Cause, conditioned upon your execution of a release and waiver of claims against the Company, its officers and directors in a form acceptable to the Company, you will be entitled to (i) a single lump sum severance payment equal to eighteen (18) months of your current annual base salary and one and one-half times your Target Bonus for the then current fiscal year (less applicable deductions and withholdings) payable within 30 days after the effective date of your termination; and (ii) immediate acceleration of the vesting and exercisability of the New Hire Option by that portion of the shares subject to the New Hire Option that would have vested and become exercisable in the eighteen (18) full calendar months following the effective date of such termination.

(c) In the event of your Termination Following a Change in Control, conditioned upon your execution of a release and waiver of claims against the Company, its officers and directors in a form acceptable to the Company, you will be entitled to (i) a single lump sum severance payment equal to eighteen (18) months of your current annual base salary and one and one-half times your Target Bonus for the then current fiscal year (less applicable deductions and withholdings) payable within thirty (30) days after the effective date of your termination; and (ii) immediate acceleration of the vesting and exercisability of the New Hire Option by that portion of the shares subject to the New Hire Option that would have vested and become exercisable in the eighteen (18) full calendar months following the effective date of such termination.

(d) If your severance benefits provided for in this Section 10 constitute “parachute payments” within the meaning of Section 280G of the Code and, but for this subsection, would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code, then your severance benefits under this Section 10 will be payable, at your election, either in full or in such lesser amount as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, in your receipt on an after-tax basis of the greatest amount of severance and other benefits.

(e) No payments due you hereunder shall be subject to mitigation or offset.

11. Indemnification Agreement. Effective with the Commencement Date, Intuit will enter into its standard form of indemnification agreement for officers and directors, a copy of which will be attached to this letter as Exhibit A, to indemnify you against certain liabilities you may incur as an officer or director of Intuit.

12. Confidential Information and Invention Assignment Agreement. Upon your commencement of employment with Intuit, you will be required to sign its standard form of Employee Invention Assignment and Confidentiality Agreement, a copy of which will be attached to this letter as Exhibit B, to protect Intuit’s confidential information and intellectual property.

13. Nonsolicitation. During the term of your employment with Intuit and for one year thereafter, you will not, on behalf of yourself or any third party, solicit or attempt to induce any employee of Intuit to terminate his or her employment with Intuit.

14. Arbitration. The parties agree that any dispute regarding the interpretation or enforcement of this agreement shall be decided by confidential, final and binding arbitration conducted by Judicial Arbitration and Mediation Services (“JAMS”) under the then existing JAMS rules rather than by litigation in court, trial by jury, administrative proceeding or in any other forum.

15. Miscellaneous.

(a) Authority to Enter into Agreement. Intuit represents that its President and Chief Executive Officer has due authority to execute and deliver this agreement on behalf of Intuit.

(b) Absence of Conflicts. You represent that on the Commencement Date your performance of your duties under this agreement will not breach any other agreement as to which you are a party.

(c) Attorneys Fees. If a legal action or other proceeding is brought for enforcement of this agreement because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred, both before and after judgment, in addition to any other relief to which they may be entitled.

(d) Successors. This agreement is binding on and may be enforced by Intuit and its successors and assigns and is binding on and may be enforced by you and your heirs and legal representatives. Any successor to Intuit or substantially all of its business (whether by purchase, merger, consolidation or otherwise) will in advance assume in writing and be bound by all of Intuit's obligations under this agreement.

(e) Notices. Notices under this agreement must be in writing and will be deemed to have been given when personally delivered or two days after mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. Mailed notices to you will be addressed to you at the home address which you have most recently communicated to Intuit in writing, with a copy to legal counsel you designate. Notices to Intuit will be addressed to its General Counsel at Intuit's corporate headquarters.

(f) Waiver. No provision of this agreement will be modified or waived except in writing signed by you and an officer of Intuit duly authorized by its Board of Directors. No waiver by either party of any breach of this agreement by the other party will be considered a waiver of any other breach of this agreement.

(g) Entire Agreement. This agreement, including the attached exhibits, represents the entire agreement between us concerning the subject matter of your employment by Intuit.

(h) Governing Law. This agreement will be governed by the laws of the State of California without reference to conflict of laws provisions.

Kiran, we are very pleased to extend this offer of employment to you and look forward to your joining Intuit. Please indicate your acceptance of the terms of this agreement by signing in the place indicated below.

Very truly yours,

/s/ STEVE BENNETT
Steve Bennett
President and Chief Executive Officer,
Intuit Inc.

Accepted: Sept. 2nd, 2005

/s/ KIRAN PATEL
Kiran Patel

Exhibit 10.02

P.O. Box 7850
Mountain View CA 94039-7850

September 6, 2005

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Dear ____________________:

I am pleased to inform you that the Compensation and Organizational Development Committee has approved the increase of your annual bonus target from 60% to 75%.

This letter documents the increase and amends your Employment Agreement dated May 10, 2005 to reflect the increase of your annual bonus target from 60% to 75%. All other terms and conditions of your Employment Agreement remain in full force and effect.

Please indicate your acceptance of this amendment to your Employment Agreement by singing and dating this letter.

Very truly yours,

Stephen M. Bennett
President and Chief Executive Officer

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Accepted:____________________