

# TAX AND BOOKKEEPING SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into on \_\_\_\_\_, 20\_\_\_\_ by and between:

\_\_\_\_\_ ("Accountant") with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_,

AND

\_\_\_\_\_ ("Client") with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_.

Whereas, the Client and Accountant ("Parties") agree to the following terms and conditions for the Accountant's services, as an independent contractor, in exchange for fees:

**I. Services.** The Accountant agrees to provide the following services: (check all that apply)

- Accounts Payable
- Accounts Receivable
- Audit Work
- Bank Reconciliation
- Bill Payment
- Budget Preparation
- Customized Reports
- Detailed General Ledgers
- Financial Statements
- General Bookkeeping
- Payroll and Check Registers
- Tax Filing
- Other: \_\_\_\_\_.

The aforementioned selections shall be referred to as the "Services". The Accountant shall conduct the Services within the specifications and guidelines set by the Client. The Accountant shall, at all times, observe and comply with generally accepted bookkeeping and accounting practices and standards while complying with all Federal and State laws, regulations, and procedures when completing their Services in accordance with this Agreement.

**II. Fees.** The Client agrees to pay the Accountant: (check one)

- **Per Hour.** \$\_\_\_\_ / hour for providing the Services.
- **Fixed Amount.** \$\_\_\_\_\_ / as the total amount for the Services.
- **Other.** \_\_\_\_\_

**III. Payment.** The Client shall pay the Accountant: (check one)

- **Recurring Payment.** Paid  weekly  bi-weekly  monthly  quarterly  yearly.
- **Upon Completion.** Upon completion of the Services to the Client.
- **Other.** \_\_\_\_\_

**IV. Expenses.** The Client shall: (check one)

- **Pay Expenses.** In addition to the Fees provided in Section II, the Client agrees to reimburse the Accountant for any out-of-pocket expenses incurred that include, but are not limited to, travel expenses, audit fees, tax fees, and postage.
- **Not Pay Expenses.** All expenses, including, but not limited to, travel expenses, audit fees, tax fees, and postage shall be the responsibility of the Accountant.

**V. Retainer.** The Client shall: (check one)

- **Pay a Retainer.** In the amount of \$\_\_\_\_\_ that shall act as an advanced payment on the Services provided by the Accountant.
- **Not Pay a Retainer.**

**VI. Term.** The Term of this Agreement shall be: (check one)

- **Fixed Time-Period.** Starting \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.
- **Ongoing Period.** The arrangement of the Services provided by the Accountant shall be on-going beginning on \_\_\_\_\_, 20\_\_\_\_.
- **Other.** \_\_\_\_\_

**VII. Termination.** This Agreement shall be: (check one)

- **Terminated by Both Parties.** By providing the other party at least \_\_\_\_ days' written notice.
- **Terminated by Client ONLY.** By providing the Accountant \_\_\_\_ days' written notice.
- **Terminated by Accountant ONLY.** By providing the Client \_\_\_\_ days' written notice.

Unless the Accountant has not performed the Services in accordance with this Agreement, the Client shall pay the Accountant, in-full, for any remaining balance owed following the termination of Services.

**VIII. Client's Obligations.** The Client shall be solely responsible for providing the Accountant all financial information related to their personal and/or business affairs including, but not limited to, all materials, data, and documents necessary to perform the Services under this Agreement. The Client acknowledges and agrees that the accuracy of financial information supplied to the Accountant is the sole responsibility of the Client and the Accountant shall be held harmless from any liability resulting from the accuracy of the financial information provided.

**IX. Employment Status.** The Parties agree that the Accountant shall provide the Services to the Client as an independent contractor and shall not be acting or determined to be an employee, agent, or broker. As an independent contractor, the Accountant shall be required to follow all requirements in accordance with the Internal Revenue Code which includes, and is not limited to, payment of all taxes levied for fees collected by the Client for payment of their employees, agents, brokers, and subcontractors. The Accountant understands that the Client shall in no way withhold any amounts for payment of any taxes from the Accountant's accumulated fees for Services.

**X. Confidentiality.** The Accountant, shall in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the Client. Such “Confidential Information” shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data, documents, discussion, or other information developed by the Accountant hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic or machine-readable form. The Accountant agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the client, disclose such Confidential Information to third (3<sup>rd</sup>) parties or use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this section shall survive the termination or expiration of this Agreement.

**XI. Assignment.** The Accountant shall have no rights to assign any of their rights under this Agreement or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client. Any attempt by the Accountant to assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**XII. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on the day of delivery if delivered by hand, standard mail, e-mail, or facsimile during the receiving party’s regular business hours.

**XIII. Governing Law.** This Agreement shall be construed in accordance with and governed by Federal laws and those located in the State of \_\_\_\_\_.

**XIV. Dispute Resolution.** All disputes under this Agreement shall be settled by arbitration in the State of governing law before a single arbitrator pursuant to the commercial law rules of the American Arbitrator Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

**XV. Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

**XVI. Limitation of Liability.** In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under this Agreement, even if such party has been advised of the possibility of such damages. In no event will neither party’s liability on any claim, loss or liability arising out of or connected with this Agreement shall exceed the amounts paid to the Accountant during the period immediately preceding the event giving rise to such claim or action by the Client or the limits of the Accountant’s professional liability policy, whichever is greater of the errors and omissions policy that is in place.

**XVII. Indemnification.** Each party shall at its own expense indemnify and hold harmless, and at the other party’s request defend such party affiliates, subsidiaries, and assigns its respective officers, directors, employees, sublicensees, and agents from and against any and all claims,

losses, liabilities, damages, demand, settlements, loss, expenses, and costs, including attorneys' fees and court costs, which arise directly or indirectly out of or related to any breach of this Agreement or the gross negligence or willful misconduct of a party's employees or agents.

**XVIII. Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

**XIX. Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself to any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written.

**Accountant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_