

BOOKKEEPING CONTRACT

This Bookkeeping Contract (the “**Contract**”) dated _____ (“Effective Date”), is made by and between [COMPANY NAME] (the “**Client**”), and [ACCOUNTANT NAME] (the “**Accountant**”)

A. WHEREAS the Client wishes to retain the Accountant for bookkeeping services,

B. AND WHEREAS the Client agrees to engage and compensate the Accountant as an independent contractor for these services, and the Accountant agrees to provide such services,

C. THEREFORE, in consideration of the terms and conditions detailed in this Contract, the receipt, understanding, and approval of which is duly acknowledged through signature from both parties below, all parties to this Contract agree to the following:

1. **Services Provided.** The Accountant shall provide the following services to the Client:

- | | | |
|---|---|---|
| <input type="checkbox"/> Accounts Payable | <input type="checkbox"/> Accounts Receivable Bank | <input type="checkbox"/> Account Reconciliation |
| <input type="checkbox"/> Budget Preparation | <input type="checkbox"/> Financial Reporting | <input type="checkbox"/> General Bookkeeping |
| <input type="checkbox"/> General Ledgers | <input type="checkbox"/> Payroll | |
| <input type="checkbox"/> Other: _____ | | |

2. **Service Rates.** The Client hereby agrees to compensate the Accountant at \$_____ per hour and Accountant shall invoice Client at the end of each month for hours worked. The Accountant shall provide an itemized invoice to the Client for services rendered every 30 calendar days. Each invoice shall be paid in full by the Client within 30 days of receipt. Any fees or expenses not listed in this bookkeeping contract must be approved in writing by the Client prior to being invoiced; or Client shall pay Accountant \$_____ per month for services provided with a minimum of _____ hours worked each month.

3. **Performance.** The Accountant swears to perform all services to the highest standards as defined by the National Association of Accountants and the National Tax Preparers’ Association and in a form and manner that complies with GAAP.

4. **Material & Data Access.** The Client agrees to provide the Accountant with full access to all financial accounts and records. Furthermore, the Client assumes full responsibility for the accuracy of existing financial records.

5. **Contract Term.** This Contract is considered effective as of the Effective Date, and shall proceed on a month-to-month basis until cancelled by either party.

6. **Independent Contractor.** The Client agrees to engage the Accountant as an independent contractor. The Accountant shall not be considered an employee, broker, or agent of the client. The Accountant shall be solely responsible for withholding any applicable taxes from payments made by the Client for services rendered under the terms of this Contract.

7. **Confidentiality.** During the term of this Contract, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Accountant in order for Accountant to complete the Services. Accountant will not share any of this proprietary information at any time. Accountant also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

The Accountant agrees that the Accountant's obligation not to disclose or to use information and materials of the types set forth in this paragraph, and the Accountant's obligation to return materials and tangible property, also extends to such types of information, materials and tangible property of customers of the Client or suppliers to the Client or other third parties who may have disclosed or entrusted the same to the Client or to the Accountant in the course of the Client's business.

8. **Termination.** This Contract may be terminated at any time by either party upon written notice to the other party. Client will be responsible for payment of all Services performed up to the date of termination, except for in the case of Accountant's breach of this Contract, where Accountant fails to cure such breach upon reasonable notice. Upon termination, Accountant shall return all Client content, materials, and all work product to Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

9. **Representations and Warranties.** Both parties represent that they are fully authorized to enter into this Contract. The performance and obligations of either party will not violate or infringe upon the rights of any third-party or violate any other agreement between the parties, individually, and any other person, organization, or business or any law or governmental regulation.

10. **Indemnity.** The parties each agree to indemnify and hold harmless the other party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Contract by the indemnifying party, its respective successors and assigns that occurs in connection with this Contract. This section remains in full force and effect even after termination of the Contract by its natural termination or the early termination by either party.

11. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

12. **Disclaimer of Warranties.** Accountant shall complete the Services for Client's purposes and to Client's specifications. ACCOUNTANT DOES NOT REPRESENT OR WARRANT

THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. ACCOUNTANT HAS NO RESPONSIBILITY TO CLIENT IF THE DELIVERABLES DO NOT LEAD TO CLIENT'S DESIRED RESULT(S).

13. **Severability.** In the event any provision of this Contract is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.

14. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Contract will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

15. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

16. **Legal and Binding Agreement.** This Contract is legal and binding between the parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The parties each represent that they have the authority to enter into this Contract.

17. **Governing Law and Jurisdiction.** The parties agree that this Contract shall be governed by the State and/or Country in which both parties do business. In the event that the parties do business in different States and/or Countries, this Contract shall be governed by _____ law.

18. **Entire Agreement.** The parties acknowledge and agree that this Contract represents the entire agreement between the parties. In the event that the parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CLIENT:

ACCOUNTANT:

[Client Name]
[Client Address]
[Client Address]
[Client Phone]
[Client Email]

[Accountant Name]
[Accountant Address]
[Accountant Address]
[Accountant Phone]
[Accountant Email]