

BOOKKEEPING CONTRACT AGREEMENT

PARTIES

- This Bookkeeping Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____, (hereinafter referred to as the “**Bookkeeper**”) and _____, with an address of _____, (hereinafter referred to as the “**Company**”) (collectively referred to as the “**Parties**”).

SERVICES PROVIDED BY THE BOOKKEEPER

The Parties agree that the Bookkeeper will provide the following services to the Company:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on _____.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

SERVICE RATES

- The Company agrees to compensate the Bookkeeper an amount of _____ per hour and the Bookkeeper further agrees to invoice the Company for the total amount of hours worked at the end of each month.
- The Parties agree that in the event that the invoices are not paid within thirty days from receipt, the Bookkeeper will be entitled to charge a late fee of _____.

RELATIONSHIP BETWEEN PARTIES

- Hereby, the Parties agree that the Bookkeeper in this Agreement is an independent contractor, where the Bookkeeper provides the services hereunder and acts as an independent contractor.
- Under no circumstances shall the Bookkeeper be considered an employee.
- Whereas, this Agreement does not create any other partnership between the Parties.

PERFORMANCE

- The Bookkeeper hereby consents and promises to perform his/her services to the highest possible standards.

REPRESENTATION AND WARRANTIES

- Hereby, the Parties declare that they are both fully authorized to enter into this Agreement, whereby the Bookkeeper is to perform the bookkeeping services in accordance with the ethics standards set forth by the International Ethics Standards Board for Accountants and any other applicable rules, laws and regulations.
- All analysis, records, reports, and filings will be performed in compliance with the law.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Bookkeeper, unless the disclosure is required pursuant to process of law.
- The Bookkeeper will not be entitled to use any information provided to him/her, even after the conclusion of the Agreement for a period of _____ years.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Company.
- This section will remain in force in the event that the Agreement is terminated.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of, or relating to, this Agreement or the

transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the party's negligence or breach.

INDEMNITY

- The Parties agree not to indemnify and hold one another harmless. This also applies to their affiliates, agents, officers, employees, and/or successors. The Parties in this Agreement hereby in addition agree to assign against all (if any) claims, liabilities, damages, losses, penalties, punitive damages, expenses, any arising reasonable legal fees and/or costs of any kind or any amount that may arise. This includes, but is not limited to, any amount which may result from the negligence of, or the breach of, this Agreement by the party that is indemnified, its successors and assigns that occurs under the terms of this Agreement.
- This section will remain in full force and tact as well as effect, even upon the termination of the Agreement naturally, or the early termination by either of the Parties.

TERMINATION

- This Agreement may be terminated in the event that any of the following occurs:
 1. Immediately, in the event that one of the Parties breaches this Agreement.
 2. At any given time by providing written notice to the other party _____ days prior to terminating the Agreement.
- Upon termination, the Bookkeeper is required to return all Company content, materials, and all work products to the Company at his/her earliest convenience, but in no event beyond thirty (30) days after the date of termination.

AUDIT

- Hereby, the Bookkeeper agrees that he/she will maintain full records of all the business conducted that is relevant to the services in this Agreement and the Agreement itself.
- The records in the possession of the Bookkeeper will be available for full inspection and audit by the Company and governmental entities for the period, as required by law.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of _____.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

ENTIRE AGREEMENT

- This Agreement contains the entire Agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

DISCLAIMER OF WARRANTIES

- The Bookkeeper agrees to complete the bookkeeping services in accordance with the requests and desires of the Company. However, the Bookkeeper does not warrant that his/her services will create any additional profits, brand recognition, services or other. Whereas the Parties further agree that the Bookkeeper is not to be held responsible in the event that his/her services do not meet the Company's desired result.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

COMPANY

BOOKKEEPER

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____