



## **Bookkeeping Agreement**

This Bookkeeping Agreement ("Agreement") is made and entered into as of [Date: \_\_\_\_\_] by and between **Pumpkin Tax Company**, with a principal place of business at [12234 Queenston Blvd suite 200] ("Bookkeeper"), and [Client Name: \_\_\_\_\_], with a principal place of business at [Client Address: \_\_\_\_\_] ("Client").

### **Recital**

**WHEREAS**, Bookkeeper desires to provide certain bookkeeping services to Client, and Client desires to engage Bookkeeper for such services.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

### **1. Services**

Bookkeeper agrees to provide Client with the following bookkeeping services (the "Services"):

- **Chart of Accounts Setup and Maintenance:** Bookkeeper will establish a chart of accounts tailored to Client's specific business needs, ensuring proper categorization of all financial transactions. Bookkeeper will also maintain the chart of accounts by adding, removing, or modifying accounts as necessary throughout the engagement.
- **Daily Transaction Processing:** Bookkeeper will record all of Client's daily financial transactions, including accounts receivable, accounts payable, payroll, bank deposits, and disbursements, into the designated accounts within the chart of accounts.
- **Bank Reconciliation:** Bookkeeper will reconcile Client's bank statements on a monthly basis, ensuring all recorded transactions match the bank's records and identifying any discrepancies.
- **General Ledger Maintenance:** Bookkeeper will maintain Client's general ledger by posting all recorded transactions, ensuring their accuracy and completeness.
- **Account Payables Management:** Bookkeeper can manage Client's accounts payable by processing vendor invoices, ensuring timely payments, and generating reports on outstanding payables (for additional fees).
- **Account Receivables Management:** Bookkeeper can manage Client's accounts receivable by sending invoices to customers, tracking outstanding receivables, and generating reports on delinquent accounts (for additional fees).



The specific details and scope of the Services will be further outlined in a mutually agreed upon Service Order attached to this Agreement (the "Service Order").

## 2. Client Responsibilities

Client agrees to:

- Provide Bookkeeper with timely access to all necessary and accurate financial records and information, including bank statements, invoices, receipts, and cancelled checks.
- Maintain a proper system of internal controls over its financial records, including segregation of duties and authorization procedures.
- Respond promptly to any questions or requests for information from Bookkeeper.
- Classify and categorize any personal or non-business transactions before submitting them to Bookkeeper.
- Pay Bookkeeper's fees in accordance with Section 3 below.

## 3. Fees and Payment

- **Fee Structure:** The fees for the Services will be determined based on the specific needs of the Client and outlined in the attached Service Order. This may be a fixed monthly fee, hourly rate, or a combination thereof, with additional fees for optional services like financial report generation or A/R & A/P management.
- **Estimates:** Bookkeeper may provide estimates for additional services outside the scope of the Service Order. Client agrees to approve any estimates exceeding a predetermined amount (e.g., \$[Dollar Amount]) before Bookkeeper performs the additional services.
- **Payment Terms:** Client shall pay Bookkeeper's fees within [5] days of the invoice date. Late payments will be subject to a late fee of [10]% per month on the outstanding balance.

## 4. Term and Termination

- This Agreement will commence on [Start Date: \_\_\_\_\_] and will continue for a period of one (1) year, unless earlier terminated as provided herein (the "Initial Term").
- **Auto-Renewal:** This Agreement will automatically renew for successive one (1) year terms (the "Renewal Term") unless either party provides written notice of termination to the other party at least three (3) months prior to the expiration of the then-current term.



- **Termination for Cause:** This Agreement may be terminated by either party upon written notice to the other party for cause, including but not limited to:
  - a. Material breach of this Agreement by the other party;
  - b. Insolvency or bankruptcy of the other party; or
  - c. Failure to cure a material breach within 30 days of written notice.

## **5. Confidentiality**

Bookkeeper agrees to hold all Client information confidential and will not disclose such information to any third party without the prior written consent of Client, except as required by law. Client information includes, but is not limited to, financial records, tax information, and business strategies. Bookkeeper will implement appropriate security measures to protect the confidentiality.

## **6. Independent Contractor**

Bookkeeper is acting as an independent contractor and is not an employee, agent, or partner of Client. Bookkeeper is solely responsible for all taxes and benefits associated with its services.

## **7. Limitation of Liability**

While Bookkeeper will use commercially reasonable efforts to perform the Services in a professional and competent manner, Bookkeeper's liability to Client for any and all claims arising out of or related to this Agreement, regardless of the form of action, will be limited to the total amount of fees paid by Client to Bookkeeper under this Agreement in the twelve (12) months preceding the date of the claim. Client acknowledges that Bookkeeping services are not a substitute for professional tax or financial advice, and Client agrees to hold Bookkeeper harmless from any liabilities arising from Client's own financial decisions.

## **8. Data Security**

Bookkeeper will implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Client's data. These safeguards may include, but are not limited to, password protection, encryption, firewalls, and intrusion detection systems. Bookkeeper will notify Client promptly in the event of any data breach or security incident affecting Client's data.



## 9. Software and Access

- Bookkeeper may utilize specific accounting software to perform the Services. Client agrees to grant Bookkeeper access to the designated software and provide any necessary login credentials.
- Bookkeeper will maintain separate login credentials for Client's accounts and will not share these credentials with any unauthorized third party.
- Client is responsible for maintaining the security of its own software accounts and promptly notifying Bookkeeper of any suspected unauthorized access.

## 10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Texas].

## 12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

## 13. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- If to Bookkeeper: Pumpkin Tax Company [12234 Queenston Blvd suite 200; info@pumpkintaxco.com]
- If to Client: [Client Name \_\_\_\_\_]  
[Client Address \_\_\_\_\_]

## 14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



## 15. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, labor strikes, or governmental regulations.

## 16. Amendments

This Agreement may be amended only by a written instrument signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

### **Pumpkin Tax Company**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature:

### **Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: