

BOOKKEEPING SERVICES AGREEMENT

1. 1. Parties

This Bookkeeping Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [BOOKKEEPER NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [BOOKKEEPER ADDRESS] (the "Bookkeeper"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). The Parties are referred to individually as a "Party" and together as the "Parties." The primary contacts are [BOOKKEEPER CONTACT] and [CLIENT FINANCE CONTACT], and notices are effective when delivered to [BOOKKEEPER EMAIL] and [CLIENT EMAIL]. Each Party represents that the person signing below has authority to bind it to this Agreement.

2. 2. Scope of Bookkeeping Services

The Bookkeeper will perform the following recurring services: [SERVICES, e.g., categorization of transactions, reconciliation of bank and credit card accounts, accounts payable entry and scheduling, accounts receivable invoicing and application of payments, recording payroll journal entries provided by the payroll provider, maintenance of the chart of accounts, sales tax tracking, and preparation of monthly financial statements]. Services will be performed in [ACCOUNTING SOFTWARE] using the [ACCOUNTING BASIS, e.g., cash or accrual] basis of accounting. The Bookkeeper will maintain the general ledger, supporting schedules, and documentation in accordance with the procedures agreed with the Client. Any additional work, including cleanup of prior periods, system migration, or one-time projects, is quoted separately under Section 4.

3. 3. Services Not Included

The following services are expressly excluded from this Agreement: preparation or filing of federal, state, or local income tax returns; representation before any tax authority; audit, review, or compilation engagements or any form of assurance on the financial statements; forensic accounting or fraud investigation; valuation; payroll processing and payroll tax filing unless separately engaged; investment, legal, or tax advice; and internal control design or attestation. The Bookkeeper does not verify the authenticity of source documents, does not confirm that transactions were properly authorized, and does not audit the information supplied by the Client. The engagement cannot be relied on to detect fraud, error, illegal acts, or misappropriation of assets, although the Bookkeeper will inform the Client promptly of anything that comes to their attention suggesting a problem. If the Client requires excluded services, the Client will engage an appropriately licensed professional.

4. 4. Cleanup, Catch-Up, and Additional Work

If the books require cleanup, catch-up, or correction of prior periods before recurring services can begin, that work will be scoped and quoted separately at [CLEANUP RATE] or a fixed fee of [CLEANUP FEE] after an initial diagnostic review. The Bookkeeper will provide a written summary of the condition of the records and the estimated effort before beginning cleanup work. Recurring monthly service pricing assumes the opening balances are accurate as of [OPENING BALANCE DATE] and that transaction volume does not exceed [TRANSACTION VOLUME, e.g., 250 transactions and 4 financial accounts] per month. If actual volume exceeds the assumed level for [VOLUME REVIEW PERIOD, e.g., two consecutive months], the Parties will review the fee in good faith. Additional work requested outside the recurring scope is billed at [ADDITIONAL WORK RATE] with prior written approval.

5. 5. Client Responsibilities and Document Deadlines

The Client is responsible for the accuracy, completeness, and legality of all financial information and source

documents provided, and for the underlying business decisions and transactions recorded in the books. The Client will provide bank and credit card statements, receipts, invoices, payroll reports, loan statements, and any other supporting documentation by the [DOCUMENT DEADLINE, e.g., fifth business day] of each month for the prior period, through [DOCUMENT DELIVERY METHOD, e.g., a shared secure folder or receipt capture application]. The Client will respond to open questions from the Bookkeeper within [QUESTION RESPONSE WINDOW, e.g., three business days], since unresolved items delay the close. The Client will review the financial statements delivered under Section 6 and report any concern within [REVIEW WINDOW, e.g., 15 days] of delivery. The Client will designate [AUTHORIZED APPROVER] to approve payments, adjustments, and any write-off above [WRITE-OFF THRESHOLD].

6. 6. Deliverables and Closing Schedule

The Bookkeeper will complete the monthly close and deliver the following by the [CLOSE DEADLINE, e.g., fifteenth business day] of the following month, provided the Client has met its deadlines in Section 5: profit and loss statement, balance sheet, statement of cash flows, general ledger detail, reconciliation reports for all connected accounts, and a summary of open items and questions. Quarterly deliverables include [QUARTERLY DELIVERABLES, e.g., sales tax summary, a review of the balance sheet, and a package prepared for the tax preparer of the Client]. Annual deliverables include [ANNUAL DELIVERABLES, e.g., year-end closing entries, a trial balance, a fixed asset schedule, and a year-end package for the tax preparer]. If Client documentation is late, the close deadline is extended by at least the length of the delay. All statements are prepared from information supplied by the Client and are for internal management use unless otherwise agreed.

7. 7. Fees and Payment

The Client will pay [FEE STRUCTURE, e.g., a monthly fee of AMOUNT covering the recurring services in Section 2, or an hourly rate of AMOUNT with an estimated monthly range]. Fees are invoiced [INVOICE TIMING, e.g., monthly in advance on the first business day] and are due within [PAYMENT TERM, e.g., 10 days] of the invoice date by [PAYMENT METHOD]. Amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Bookkeeper may suspend services after written notice if payment is more than [SUSPENSION PERIOD, e.g., 15 days] past due. The Bookkeeper may adjust the monthly fee no more than [RATE CHANGE FREQUENCY, e.g., once per 12 months] on at least [RATE CHANGE NOTICE, e.g., 45 days] written notice, and the Client may terminate without penalty before the new rate takes effect. Fees do not include third-party software subscriptions, which are the responsibility of the Client.

8. 8. Access to Systems and Financial Accounts

The Client will provide the Bookkeeper with the access required to perform the Services, using individual named user accounts with the minimum permission level necessary. Access will typically include [ACCESS SCOPE, e.g., accounting software with an accountant or standard user role, read-only bank and credit card feeds, payroll reports, and the receipt capture system]. Unless separately authorized in writing, the Bookkeeper will have view-only access to banking systems and will not initiate payments, transfers, or withdrawals. Where the Client authorizes payment preparation, the Bookkeeper may prepare and queue payments for approval but final approval and release will always be performed by [PAYMENT APPROVER] of the Client. Credentials will be shared only through [CREDENTIAL METHOD, e.g., a shared password manager vault], two-factor authentication will be enabled where available, and the Client will revoke all access within [ACCESS REVOCATION PERIOD, e.g., five business days] after termination.

9. 9. Records Ownership and Retention

All financial records, source documents, the accounting file, and the data within it belong to the Client, regardless of who created or maintained them. The accounting software subscription will be held in the name of the Client wherever practical so that access continues independently of this Agreement. The Bookkeeper will maintain working papers, schedules, and internal analyses that support the Services, and those working papers remain the property of the Bookkeeper, although the Bookkeeper will provide copies of any schedule needed for the Client tax preparation or year-end close. The Bookkeeper will retain Client records and working papers for [RETENTION PERIOD, e.g., seven years] or the period required by applicable law, whichever is longer, and will store them securely. On termination the Bookkeeper will deliver the accounting file, reconciliation reports, supporting schedules, and any documents held on behalf of the Client within [RECORDS HANDOVER PERIOD, e.g., 15 business days], in a commonly usable electronic format, without withholding records for any reason other than fees that are undisputed and past due where permitted by applicable law.

10. 10. Confidentiality and Data Security

The Bookkeeper will treat all Client financial information, banking details, payroll data, customer and vendor information, pricing, and business plans as confidential, will use it only to perform the Services, and will not disclose it to any third party without written authorization except where required by law. The Bookkeeper will apply reasonable safeguards, including [SECURITY MEASURES, e.g., encrypted storage, device encryption, unique credentials, two-factor authentication, and secure document transfer], and will limit access to personnel who need it and are bound by comparable obligations. The Bookkeeper will notify the Client without undue delay and in any event within [BREACH NOTICE PERIOD, e.g., 72 hours] of becoming aware of any confirmed unauthorized access to Client data or accounts. Employee compensation data and personally identifiable information will be handled with particular care and will not be stored on unencrypted personal devices. Confidentiality obligations survive termination indefinitely for financial and personal data.

11. 11. Independent Contractor Status and Personnel

The Bookkeeper is an independent contractor and not an employee, partner, or agent of the Client, controls the methods and schedule of its work subject to the deadlines here, and may serve other clients. The Bookkeeper is solely responsible for its own taxes, licenses, business registrations, insurance, and for the compensation, supervision, and taxes of any personnel it employs. The Bookkeeper may assign qualified personnel or approved subcontractors to perform the Services and remains fully responsible for their work and for their compliance with the confidentiality and security obligations in this Agreement. The Bookkeeper has no authority to bind the Client to any contract, payment, or obligation except as expressly authorized under Section 8. During this Agreement and for [NON-SOLICIT PERIOD, e.g., 12 months] afterward, neither Party will knowingly solicit for hire personnel of the other directly involved in the Services, other than through general public job postings.

12. 12. Term, Termination, and Transition

This Agreement begins on [START DATE] and continues on a month-to-month basis until terminated. Either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice. The Bookkeeper may terminate immediately if asked to record a transaction the Bookkeeper reasonably believes to be inaccurate, misleading, or unlawful, or if the Client fails to provide information necessary to maintain accurate records. On termination the Client will pay for all Services performed through the termination date, the Bookkeeper will complete the close for the final full period unless the Parties agree otherwise, and the records handover in Section 9 will be completed within the stated period. The Bookkeeper will

provide reasonable transition support to a successor bookkeeper for up to [TRANSITION PERIOD, e.g., 10 hours] at [TRANSITION RATE].

13. 13. Limitation of Liability and Indemnification

The Bookkeeper will perform the Services with the professional skill and care ordinarily exercised by bookkeepers performing similar work, but does not guarantee that the records will be free of error where the underlying information supplied by the Client is incomplete, inaccurate, or misleading. Neither Party is liable for indirect, incidental, consequential, special, or punitive damages or lost profits. Except for breach of confidentiality, fraud, or willful misconduct, the total liability of the Bookkeeper under this Agreement will not exceed the total fees paid by the Client in the [LIABILITY CAP PERIOD, e.g., twelve months] preceding the event giving rise to the claim. The Client will defend and indemnify the Bookkeeper against claims arising from information supplied by the Client, from business decisions of the Client, or from tax positions taken by the Client or its tax preparer. The Bookkeeper will defend and indemnify the Client against claims arising from its own gross negligence, fraud, or willful misconduct, and will maintain professional liability insurance of at least [INSURANCE AMOUNT] during the Term.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE] without regard to conflict of laws rules, and any dispute not resolved through good-faith discussion and mediation in [MEDIATION LOCATION] will be brought exclusively in the courts located in [VENUE COUNTY AND STATE]. This document, with any exhibits and signed amendments, is the entire agreement between the Parties on bookkeeping services and supersedes prior proposals and engagement letters; amendments must be in writing and signed by both Parties. Neither Party may assign this Agreement without written consent except to a successor of substantially all of its business. If any provision is unenforceable it will be limited to the minimum extent necessary and the remainder stays in force, and a failure to enforce a right does not waive it. Neither Party is liable for delay caused by events beyond its reasonable control, including outages of banking systems or accounting platforms.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

BOOKKEEPER: [BOOKKEEPER NAME]. Signature: _____. Printed Name: [BOOKKEEPER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This

Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

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