



### **Bookkeeping Agreement for (Client)**

Apex Bookkeeping Plus (ABP) will provide the following services for (The Client):

#### **Initial Setup**

ABP will set up a QuickBooks Online accounting file/clean up an existing file as follows:

- Gather the beginning balance information for (The Client) using the 20XX tax return.
- Set up a Chart of Accounts.
- Make beginning balance entries to the Chart of Accounts.
- Prepare year-to-date financial statements as of XX/XX/XX.

**Amount: \$350.00/\$500.00**

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**Monthly Maintenance Bookkeeping & Payroll Services**

- Details entered based on client's choice of support package.

**Fee for Monthly Maintenance Bookkeeping: \$XXX.**

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### **Payroll Services**

- Details entered based on client's choice of support package.

**Fee for Payroll Services: \$XXX/month.**

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## **Intuit ProConnect, Coaching, and Financial Roadmapping**

### **Intuit ProConnect Complete Assessment**

Upon completion of the setup of The Client's QuickBooks file, ABP will perform a complete Intuit ProConnect. The Client will be provided with a standalone report, which can be used to implement Intuit ProConnect with or without ongoing coaching from ABP.

**Fee for Intuit ProConnect Assessment: \$XXX.**

### **Quarterly Coaching and Financial Roadmapping**

ABP will provide the following on a quarterly basis for The Client:

- Assessment of the financial statements and comparison with the target allocation percentages (TAPs) recommended in the Complete Assessment.
- Recommendations on changes to TAPs for the coming quarter.
- A recommended budget and benchmarking report for The Client.
- A meeting to discuss the reports.

**Fee for Quarterly Coaching and Financial Roadmapping: \$XXX/quarter.**

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## Engagement Agreement

This agreement outlines the scope, expectations, terms, and limitations of the engagement for bookkeeping services between **Apex Bookkeeping Plus (ABP)** and **The Client** (The Client.)

### **Services Provided**

ABP will perform the following services:

- Initial **Setup** of the QuickBooks Online file as outlined above.
- Monthly maintenance bookkeeping services**, beginning on **Date**, on an ongoing basis, as outlined above.
- Semi-monthly **Payroll Services**, beginning on **Date**, on an ongoing basis, as outlined above.
- Intuit ProConnect** completes assessment and ongoing quarterly coaching and financial roadmapping.

### **Fees**

#### **One-time fees:**

- Initial setup fee of **\$XXX**.
- Intuit ProConnect Complete Assessment fee of **\$XXX**.

**Total of one-time fees: \$XXXX.**

#### **Ongoing monthly fees:**

- Maintenance bookkeeping fee of **\$XXX/month**.
- Payroll services fee of **\$XXX/month**.

**Total of ongoing monthly fees: \$XXX/month.**

#### **Quarterly fees:**

- Intuit ProConnect ongoing quarterly coaching and financial roadmapping fee of **\$XXX/quarter**.

**Total of ongoing quarterly fees: \$XXX/quarter.**

The outlined Monthly Fee will remain in effect for a period of 3 months, until Date. After the initial 3 month period, ABP will assess the work needed to accomplish The Client's bookkeeping work.

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If the amount of work is significantly greater or less than anticipated upon engagement of services, ABP reserves the right to renegotiate the Monthly Fee. ABP will notify The Client of any proposed changes in writing, and The Client will have 10 business days to accept, modify, or decline any proposed changes to the Monthly Fee. The agreed upon Monthly Fee will then be reviewed every 12 months, unless additional services are required, or The Client wishes to amend the list of outlined services.

### **Payment Terms**

One-third of the one-time initial setup fee, or **\$XXX**, is due upon acceptance of this agreement and before work commences on The Client's file. The remainder of the fee – **\$XXX** – will be due in two equal installments of **\$XXX each**, due and payable on **Date** and **Date**.

One-third of the fee for the Intuit ProConnect Complete Assessment, or **\$XXX** is also due upon acceptance of this agreement. The remainder of the fee - **\$XXX** – will be due in two equal installments of **\$XXX each**: the first of these two installments will be due upon completion of the Complete Assessment, and the final installment will be due **Date**.

One-half of the first month's fee for monthly maintenance bookkeeping and payroll services, or **\$XXX**, is also due upon acceptance of this agreement. The remainder of the first month's fee - **\$XXX** – will be due no later than **Date**.

### **Therefore, payments for the initial services are due as follows:**

Due upon acceptance of this agreement: **\$XXX**.

Due upon completion of the Intuit ProConnect Complete Assessment: **\$XXX**.

Due November 25, 201X: **\$XXX**.

Due December 29, 201X: **\$XXX**.

**Fees for ongoing monthly services:** After the first month, the Monthly Fee is due and payable by the first day of each month if paying by check, with the first recurring payment of **\$XXX** due on or before **Date**, for services rendered for that month. **If paying by check, no work for the month will be done on The Client's file until payment has been received.** If enrolled in automatic credit card billing, ABP will debit The Client's credit or debit card for the full amount of the Monthly Fee on a date of The Client's choosing on or before the 15<sup>th</sup> day of each month. Automatic debits from the checking account are also available under the same terms as automatic credit card billing.

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**Fees for quarterly services:** The quarterly fee of \$XXX for the ongoing Intuit ProConnect coaching and financial roadmapping is due and payable upon completion of the quarterly assessment.

### **What ABP Will Not Do**

ABP will make no attempt to audit or otherwise verify the data submitted by The Client. ABP may provide reports which contain portions of financial information; these reports are for internal management use only. ABP will not perform any compilation, review, or audit of any financial information provided by The Client.

ABP does not provide legal services of any type. Neither ABP, nor any owners or operators of ABP, are CPAs or attorneys. ABP has not been requested to discover errors, misrepresentations, fraud, illegal acts, or theft, and therefore, will not perform any procedures designed or intended to discover such acts, and The Client agrees that ABP has no responsibility to do so.

ABP will not disclose or reveal client financial information to any outside parties unless requested to do so in writing by The Client. The Client's financial information always remains the property of The Client. If ABP is granted access to The Client's computers, online banking or credit card accounts, or any other information via remote access or any other method, ABP will use the access specifically to complete the bookkeeping services outlined earlier in this agreement.

### **Responsibilities of the Client**

The Client is responsible for providing the items and information as detailed in the Bookkeeping Services Organizer. ABP will not waive any portion of the Monthly Fee if delay of services is due to The Client not providing the items and information as detailed in the Bookkeeping Services Organizer. The Client may choose to provide such information electronically via email attachment, remote access through the Internet, or by another mutually acceptable means. ABP is a virtual firm and will not accept any hard copy financial documents. All electronic documents will be retained in the cloud space for two years only and will not be retained by ABP.

If ABP will be initiating any payments on behalf of The Client, The Client is solely responsible for ensuring the funds for such are available on the date the checking account will be drafted for the payments. ABP will not be responsible for overdraft or returned item fees.

If payroll services are provided, The Client will provide the required check stock for any payroll checks that are not direct deposited. ABP will send The Client a .pdf file for any payroll checks that are not direct

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deposited no later than 10am EST on the designated payroll date. The Client is solely responsible for timely delivery of payroll checks to The Client's employees.

It is The Client's responsibility to organize and maintain their filing system. While Apex Bookkeeping Plus may keep copies of some information for future reference, The Client should not rely on ABP to provide this information in the event of an audit, lawsuit, or any other event that may require said documentation.

### **Hardware and Software Requirements and Warranties**

ABP will maintain The Client's bookkeeping using QuickBooks Online, utilizing Microsoft Excel spreadsheets for backup and supplemental purposes, as necessary. If the Client wishes to have access to any backup and supplemental spreadsheets, The Client is responsible for maintaining a valid license for Microsoft Excel or a similar program that will allow The Client to open Excel files.

During this engagement, ABP may recommend that The Client purchase and install computer or technological hardware, software, communications, or services. Warranties, to the extent they exist, are provided only by the manufacturer/vendor of those computer products.

With the exception of the requirements outlined earlier in this section, The Client's decisions as to whether or not to follow ABP's recommendations will always be respected and adhered to by ABP. Should the Client's decision limit ABP's ability to perform services as outlined in this engagement agreement, ABP will seek mutually acceptable alternatives so as to meet the goals of this engagement to the extent possible.

### **Termination**

It is mutually understood that either ABP or The Client may terminate this engagement at any time, for any reason, with 30 days written notice (hard copy or electronic.) It is also understood that any outstanding unpaid services as of the date of termination are to be invoiced immediately and paid within 10 days of the termination notice date or the invoice date, whichever is later.

### **Disputes**

In the event a dispute shall arise between the parties to this Agreement in excess of \$2,000, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation in an effort to resolve the dispute. The parties agree to split the mediation fees equally. The mediation shall be administered by a mutually agreeable mediation service and shall be held at a mutually agreeable location. Claims, disputes or other matters in question between the parties arising

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out of or relating to this agreement or breach thereof shall first be submitted to mediation under the Mediation Rules of the American Arbitration Association prior to institution of legal proceedings by either party. Should any legal proceedings arise, they shall be introduced in the court of law as outlined in Governing Law, below.

### **Governing Law**

This Agreement shall be governed by the laws of the State of Oklahoma.

### **Indemnity**

The Client and ABP each agree to indemnify and hold the other harmless, and the respective directors, officers, employees, and agents of each, from and against liabilities for claims, losses, damages, injuries, demands, actions, causes of actions, and expenses arising directly or indirectly from or in connection with the indemnifying party's negligent acts, errors, omissions and/or failure to perform obligations under this Agreement. In the event claims, losses, damages, injuries, demands, actions, and expenses are caused by the joint or concurrent negligence of the Client and/or Subcontractor, they shall be borne by each party in proportion to its negligence, but in no circumstances shall any expense related thereto be greater than the total value of the services in this Agreement.

### **Services Outside the Scope of this Engagement**

Should the Client request that ABP perform additional services not contemplated by this engagement letter, ABP will discuss with The Client the scope and estimated fee for those additional services prior to beginning work.

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### Approval

Before this engagement can begin, The Client's written approval is required.

It is the firm belief of ABP that ABP and The Client should work together only under a win-win arrangement. Therefore, please contact ABP with any questions, concerns, or adjustments necessary regarding this engagement and the terms of this service agreement so that both parties may feel fully satisfied before any services begin.

If this agreement correctly states the scope, terms and limitations of the proposed engagement between **The Client** and **Apex Bookkeeping Plus**, The Client must indicate approval below on each of two original copies of this agreement. The Client should retain one signed copy for their records and return the other copy to ABP.

Thank you for the opportunity to be of service.

Sincerely,

Patricia Gee-Jones, MBA  
Apex Bookkeeping Plus

### Approval

This letter correctly sets forth the understanding of The **Client** for the above-mentioned bookkeeping engagement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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