



## J. Wescott Accounting & Bookkeeping, LLC

1943 N Route 9, Unit 10, Clermont, NJ 08210

### Accounting Service Agreement

THIS ACCOUNTING SERVICE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Jacklynn Wescott, of J. Wescott Accounting & Bookkeeping, LLC (the Accountant) and \_\_\_\_\_, of \_\_\_\_\_ (the Client)

#### RECITALS

A.-WHEREAS, the Client desires to obtain certain accounting services from the Accountant;  
B.-AND WHEREAS the Client agrees to engage the Accountant as an independent contractor to perform such services and the Accountant hereby agrees to provide such services to the Client

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### Services:

The Accountant hereby agrees to provide the following services chosen by the Client. (Initial all that apply)

Accounts Payable  
 Accounts Receivable  
 Bill Payment - **NOTE:** Bill payment consists of Accountant emailing or texting bill to Client. Client **MUST** approve to Payment of each bill in written form, i.e. text or email. Accountant is NOT responsible for late fees, fines, penalties, interest, etc, if payment is not approved by Client in time to avoid such expenses.  
 Detailed General Ledgers  
 Payroll and Check Registers  
 Bank Reconciliation  
 Financial Statements  
 Customized Reports  
 Budget Preparation  
 Personal Bill Pay  
 General Bookkeeping  
 Mileage Log  
 Sales Tax  
 Workers Comp Audits

The Accountant shall conduct the Services in accordance with specifications set by the Client and the Accountant shall at all times observe and comply with generally accepted bookkeeping and accounting standards and comply with all federal and state laws or regulations applicable to this Agreement.

All documents physically brought to accountant shall be scanned and saved. Scanning of documents will be billed at \$20 per hour. A copy of said scans are available to client at any time upon request, as long as client's account is in good standing. If client is not in good standing, all records, reports, documents and unfilled tax returns are considered to belong to accountant as accountant's intellectual property until client's

There will be no "haggling" to reduce prices of services, however the Accountant may offer discounts at any time for various reasons.

## 1. Service Rates

The Accountant and the Client hereby agree to the following hourly rate for weekly invoices initiated by the Client.

\_\_\_\_\_ \$65/hr General, \$85/hr Forensic (No minimum charge per week.)

GENERAL ACCOUNTING & BOOKKEEPING is billed at \$65 per hour. **NOTE:** All documents are to be submitted to Accountant within 7 days of becoming available. Client will be sent a weekly, itemized bill.

FORENSIC ACCOUNTING is billed at \$85 per hr. **NOTE:** Documents not submitted to Accountant within the 7 day window and Accountant has to do "after the fact" Accounting/ Bookkeeping which constitutes additional unplanned for time and research to accurately record transactions will be billed at the rate of \$85 per hour.

### Payroll

\_\_\_\_\_ \$65/HR Workers Comp Audits are billed at hourly rate

\_\_\_\_\_ \$45/HR Payroll Tax Preparation, filing reports with appropriate authority & payment will be billed at hourly rate. This includes end of year W-9's and W-2's. Client is responsible for submitting by email or text, hours and check number(s) every Thursday for processing.

Accountant will process Payroll and submit Pay stubs and Tax Liability report to Client before 11:00 AM on Friday. Client is responsible for accruing Payroll Liabilities. Payroll Liabilities will be filed and paid on the 10th of each month. Quarterly Payroll Reports and final Quarterly Liability will be filed and paid on or before the 10th day after the Quarter closes. Client's failure to meet any of the above stated will be considered a violation of this contract and grounds for immediate termination of Payroll Services. No written notice will be given.

### Sales and Use Tax Preparation

\_\_\_\_\_ \$20 per filing/payment of Sales and Use Tax Preparation

Client is responsible for providing Accountant with weekly Sales & Use report, due on Thursday before Midnight, if an external CRM is used that does not update in real time to Quickbooks or Accountant does not have own login to CRM in order to get the necessary information. Client is responsible for accruing Sales Tax Liabilities. Sales Tax Liabilities will be filed and paid on the 10th of each month. Quarterly Sales Tax Reports and final Quarterly Liability will be filed and paid on or before the 10th day after the Quarter closes. Client's failure to meet any of the above stated will be considered a violation of this contract and grounds for immediate termination of Sales Tax Services. No written notice will be given.

## 2. Standard of Performance

The Accountant hereby agrees that they shall follow the highest professional standards in performing all Services to be provided under this Agreement.

## **Necessary information & Materials**

The Client will be solely responsible to supply the Accountant all information, materials, data, and documents necessary to perform the Services agreed under this Agreement. The contracted price of \$65/HR is for General Accounting and Bookkeeping. As such, the Client is responsible for providing the Accountant with all necessary documents, including, but not limited to, Bank Statements, Credit Card Statements, bills, receipts and records of deposits no later than 7 days after such documents become available. The Client acknowledges and agrees that the accuracy of financial information supplied to the Accountant is the sole responsibility of the Client. The Accountant shall not be held responsible for the production of inaccurate financial statements, records and billings, or any other financial reports if the financial data submitted by the Client is inaccurate, or late.

## **3. Term**

This Agreement is effective on the date written above and shall be in effect until the end of the 30 day period following the written termination notice or up to one year, whichever is less. Should the client need a package that provides more hourly services in the course of a month, the parties may agree to upgrade this Agreement at any time by signing a new contract.

## **4. Independent Contractor**

The Accountant shall provide the Services as an independent contractor and shall not act as an employee, agent or broker of the Client. As an independent contractor, the Accountant will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. The Accountant understands that Client will not withhold any amounts for payment of any taxes from the Accountant's compensation.

## **5. Payment**

During the term of this Agreement, the Client shall pay the Accountant for the weekly service fees under this Agreement within 15 days after receiving invoices. Late fees may be added unless discussed and agreed upon with the Accountant.

Additional hours, sales/use tax preparation, and postage, will be billed at the end of the month and due by the 15<sup>th</sup> of the following month.

## **6. Expenses**

Quickbooks is owned by the Client. Whether Quickbooks is Client Billed or Accountant Billed, client is responsible for payment of Quickbooks and all related products.

The Client agrees to reimburse any pre-approved out of pocket expenses incurred by the Accountant in connection with the Services, including, but not limited to, travel expenses, audit fees, tax fees, postage, etc.

Tax Returns are separate from Accounting and are billed separately.

\_\_\_\_\_ Client Initial Here

## **7. Confidentiality**

The Accountant, in the course of performing the Services hereunder may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Client and any data, documents, discussion, or other information developed by the Accountant hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, written, electronic or machine-readable form. The Accountant agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of client, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

## **8. Termination**

- a. Either party may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party.
- b. If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) day's notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not rectified within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement.

## **9. Assignment**

The Accountant shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client and any attempt by Accountant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

## **10. Notices**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

## **11. Governing Law**

This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Jersey, USA.

## **12. Dispute Resolution**

All disputes under this Agreement shall be settled by arbitration in New Jersey before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

## **13. Severability**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

## **14. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO THE ACCOUNTANT DURING THE TWO ( 2 ) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY THE CLIENT OR THE LIMITS OF THE ACCOUNTANTS PROFESSIONAL LIABILITY POLICY, WHICHEVER IS GREATER OF THE ERRORS AND OMISSIONS POLICY THAT IS IN PLACE.

## **15. Indemnification**

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sub licensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agent

## **16. Entire Agreement; Amendment:**

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

## **19. Waiver**

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Client:

\_\_\_\_\_  
\_\_\_\_\_  
(print)  
(sign)

Accountant:

Jacklynn Wescott, J. Wescott Accounting Bookkeeping,LLC  
\_\_\_\_\_  
\_\_\_\_\_  
(print)  
(sign)