



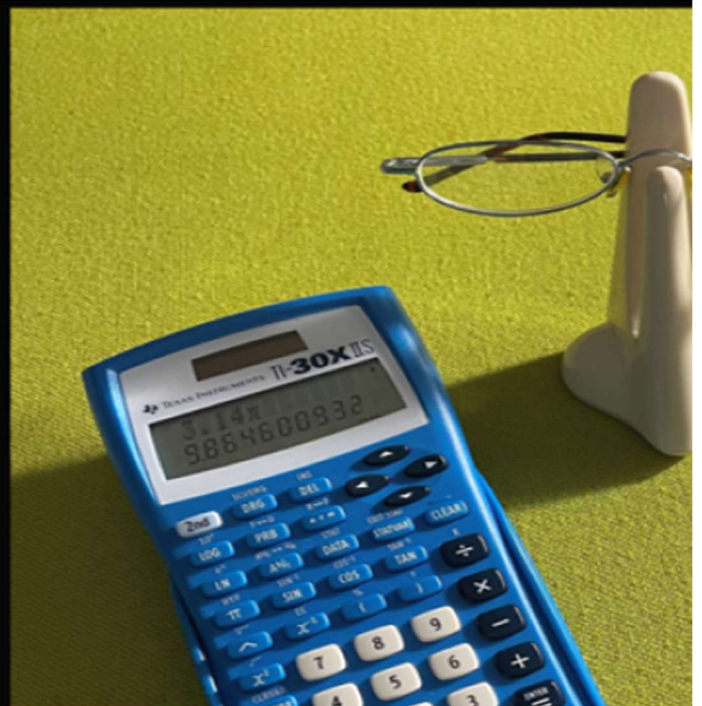
AAA Tax Plus, LLC
Affordable Accurate Awesome

DBA



**Bee Wise
Tax & More**

Tax & More



Bookkeeping Contract

Agreement Terms

Bee Wise Tax & More LLC
5302 Plank Rd, Fredericksburg, VA, 22407

Updates History

The following section keeps track of Agreement Updates. This Agreement shall be updated every three (3] years or whenever there's significant changes in the law.

Updated by...	Description of Changes	Effective Date	Version
Karen Y. Baez	FINAL DRAFT	01-01-2023	V1.0

Bee Wise Tax & More LLC
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AGREEMENT TERMS AND CONDITIONS

This bookkeeping contract is entered into by and between AAA Tax Plus LLC DBA Bee Wise Tax & More (The Company) and _____ (The Client) as of ____ day of _____ 20 ____.

WHEREAS the Client wishes to retain the Company for Bookkeeping Services,

AND WHEREAS the Client agrees to engage and compensate the Company for the services to be rendered as agreed,

THEREFORE, in consideration of the terms and conditions detailed in this Bookkeeping contract, the receipt, understanding, and approval of which is duly acknowledged through electronic signature from both parties below, all parties to this contract agree to the following:

1 Services To Be Provided

The Company shall provide the following services to the client [Select ALL that applies]:

<input type="checkbox"/> Accounts Payable	<input type="checkbox"/> Financial Reporting
<input type="checkbox"/> Accounts Receivable	<input type="checkbox"/> Bank Account Reconciliation
<input type="checkbox"/> General Bookkeeping	<input type="checkbox"/> General Ledgers
<input type="checkbox"/> Budget Preparation	<input type="checkbox"/> Payroll
<input type="checkbox"/> Financial Planning Advice	<input type="checkbox"/>
<input type="checkbox"/> Other [please specify: 	

The aforementioned selections shall be referred to as the “Services”. The Bookkeeper shall conduct the Services within the specifications and guidelines set by the Client. The Bookkeeper shall, at all times, observe and comply with generally accepted bookkeeping and accounting practices and standards while complying with all Federal and State laws, regulations, and procedures when completing their Services in accordance with this Agreement.

2 Service Rate

Please review and select the appropriate options for this agreement.

2.1 FEES

The Client hereby agrees to compensate the Company as follows:

☐ **Per Hour.** \$ _____ / hour for providing the Services.

☐ **Fixed Amount.** \$ _____ / Month as the total amount for the Services.

☐ **Other:** _____

Any fees or expenses not listed in this bookkeeping contract must be approved in writing by the Client prior to being invoiced.

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2.2 Payment

The Client shall pay the company [check one]:

- ☐ **Recurring Payment.** Paid every ☐ Week ☐ Bi-week ☐ month ☐ quarter ☐ year.
- ☐ **Upon Completion.** Upon completion of the Services to the Client.
- ☐ **Other:** _____

The Company shall provide an itemized invoice to the Client for services rendered every thirty (30) calendar days. Each invoice shall be paid in full by the Client within ten (10) days of receipt.

2.3 Expenses

The Client shall [check one]:

- ☐ **Pay Expenses.** In addition to the Fees provided in Section 2.1, the Client agrees to reimburse the Bookkeeper for any out-of-pocket expenses incurred that include, but are not limited to, travel expenses, audit fees, tax fees, and postage or mailings associated with the services.
- ☐ **Not Pay Expenses.** All expenses, including but not limited to, travel expenses, audit fees, tax fees, and postage shall be the responsibility of the Company.

2.4 Retainer

The Client shall [check one]:

- ☐ **Pay a Retainer.** In the amount of \$ _____ that shall act as an advanced payment on the Services provided by the Bookkeeper.
- ☐ **Not Pay a Retainer.**

3 Performance

The Company agrees to perform all services to the highest standards as defined by the National Association of Accountants and the National Tax Preparer's Association.

4 Contract Term

The Term of this Agreement shall be: [check one]

- ☐ **Fixed Time-Period.** Starting ____ day of _____, 20__ and ending on ____ day of _____, 20__.
- ☐ **Ongoing Period.** The arrangement of the Services provided by the Bookkeeper shall be on-going beginning on the date of this agreement.
- ☐ **Month-To-Month Basis.**
- ☐ **Other:** _____

5 Client's Obligations

The Client shall be solely responsible for providing the Bookkeeper ALL financial information related to their personal and/or business affairs including, but not limited to, all materials, data, and documents necessary to perform the Services under this Agreement. The Client acknowledges and agrees that the accuracy of financial information supplied to the Bookkeeper is the sole responsibility of the Client and the Bookkeeper shall be held harmless from any liability resulting from the accuracy of the financial information provided.

6 Employment Status

The Parties agree that the Bookkeeper shall provide the Services to the Client as an independent contractor under the company and shall not be acting or determined to be an employee, agent, or broker. As an independent contractor through the company, the Bookkeeper shall be required to follow all requirements in accordance with the Internal Revenue Code which includes, and is not limited to, payment of all taxes levied for fees collected by the Client for payment of their employees, agents, brokers, and subcontractors. The Bookkeeper understand that the Client shall in no way withhold any amounts for payment of any taxes from the Bookkeeper's accumulated fees for Services.

7 Confidentiality

The Company and it Representative [The Bookkeeper], shall 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, documents, discussion, or other information developed by the Bookkeeper hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic, or machine-readable form. The Bookkeeper agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the client, disclose such Confidential Information to third (3rd) parties or use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this section shall survive the termination or expiration of this Agreement.

The Company agrees to hold ALL Client data and information as proprietary, sensitive, and confidential in nature. As such, the Company shall not share such information with any party without express written consent from the Client, unless otherwise required to do by law.

8 Assignment

The Company and its Representative [The Bookkeeper] shall have no rights to 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. Any attempt by the Company or its representative to assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

9 Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on the day of delivery IF delivered by hand, standard mail, e-mail, or facsimile during the receiving party's regular business hours.

10 Contract Termination

Either party may cancel this bookkeeping contract by providing a thirty (30) days' written notice to the opposite party via certified mail. If this contract is cancelled, any services rendered (but not yet invoiced) will be invoiced per the payment terms of this agreement.

11 Liability

The Client agrees to indemnify and hold the Company harmless against any and all claims of loss or damage, save for cases of the Company's Representative gross negligence or willful misconduct.

12 Contract Jurisdiction/ Governing Law

This Agreement shall be construed in accordance with and governed by Federal laws and those located in the State of Virginia.

13 Dispute Resolution

All disputes under this Agreement shall be settled by arbitration in the State of governing law before a single arbitrator pursuant to the commercial alw rules of the American Arbitrator 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.

14 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 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.

15 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 Bookkeeper during the period immediately preceding the event given rise to such claim or action by the Client or the limits of the Company's Bookkeeper professional liability policy, which ever is greater of the errors and omissions policy that is in place.

16 Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party affiliates, subsidiaries, and assigns its respective officers, directors, employees, sublicensees, and agent from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses, and cost, including attorney's fees and court costs, which arise directly or indirectly out of or

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related to any breach of this Agreement or the gross negligence or willful misconduct of a party's employees or representatives.

17 Entire Agreement

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.

18 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 to any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written.

Client's Signature

Print Name

Date

Bookkeeper's Signature

Print Name

Date