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This bookkeeping engagement letter (the “Letter”) sets forth the terms and conditions of the bookkeeping services to be provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Bookkeeper”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”).

1. Bookkeeping Services. Bookkeeper will provide bookkeeping services to Client on a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ basis (the “Term”). The bookkeeping services to be provided by Bookkeeper are set forth in Exhibit A attached hereto and incorporated herein by reference (the “Services”).
2. Compensation. In exchange for the bookkeeping services to be provided by Bookkeeper, Client shall pay Bookkeeper \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All invoices are due and payable within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days of receipt.
3. Term and Termination. The Term of this Letter shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Either party may terminate this Letter at any time with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ written notice to the other party.
4. Independent Contractor. It is expressly agreed that Bookkeeper is an independent contractor with respect to Client and not an employee of Client. As such, Bookkeeper shall be solely responsible for all bookkeeping services performed hereunder and for compliance with all applicable laws, including without limitation, all laws related to bookkeeping.
5. Confidentiality. Bookkeeper acknowledges that while performing bookkeeping services hereunder, it will have access to confidential Information (as defined following). “Confidential information” means any information or material that has or could have commercial value or other utility in the business in which Client is engaged. If Confidential information is in written form, the Confidential information shall be conspicuously marked or otherwise designated as “Confidential” or some similar warning. If confidential information is transmitted orally, the Disclosing Party (as defined below) shall promptly provide writing indicating that such oral communication constituted confidential information. Confidential information shall not include any information that is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party (as defined below), or is otherwise learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives. During the Term and for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years after termination of this Letter, Bookkeeper shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of Client. Bookkeeper shall carefully restrict access to confidential information to employees, contractors and third parties as is reasonably required, and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Section 5. Bookkeeper shall not, without the prior written approval of Client, use for Bookkeeper’s benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Client, any confidential information. Bookkeeper shall return to Client any and all records, notes and other written, printed or tangible materials in its possession pertaining to confidential information immediately if Client requests it in writing.
6. Intellectual Property Rights. All bookkeeping services provided by Bookkeeper hereunder and all associated documentation contain proprietary information that is the exclusive property of Client. Nothing contained herein shall be deemed to grant Bookkeeper any right, title or interest in or to such bookkeeping services or documentation.
7. Warranty. Bookkeeper warrants that bookkeeping services performed under this Letter will be performed in a professional and workmanlike manner consistent with bookkeeping industry standards and applicable laws and regulations.
8. Non-Interference. Bookkeeper agrees that it will not interfere with or disrupt the business operations of Client in any way during the Term of this Letter.
9. Term and Termination. This Letter shall commence on the date first set forth above and continue for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Term”). After the expiration of the Initial Term, this Letter shall automatically renew for successive one (1) year terms unless either party provides the other party with written notice of its intent not to renew at least ninety (90) days prior to the end of the then-current Term. Either party may terminate this Letter at any time, with or without cause, by providing the other party thirty (30) days’ advance written notice.
10. Entire Agreement/Severability. This Letter constitutes the entire agreement between the parties with respect to the bookkeeping services provided by Bookkeeper and supersedes all prior agreements, representations, warranties, and understandings. If any provision of this Letter is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be limited or eliminated to the minimum extent necessary so that this Letter shall otherwise remain in full force and effect and enforceable.
11. Waiver. The failure to exercise any right provided in this Letter shall not be a waiver of prior or subsequent rights.
12. Governing Law/Venue. This Letter shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without regard to its conflict of law provisions. Any dispute arising out of bookkeeping services provided by Bookkeeper under this Letter shall be brought exclusively in the courts of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the parties hereby irrevocably submit to personal jurisdiction in such court and waive any jurisdictional, venue or inconvenient forum objections to such court.
13. Counterparts. This Letter 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.
14. Headings. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Letter.

Client Spouse Date