

BOOKKEEPING SERVICES AGREEMENT

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This Bookkeeping Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[BOOKKEEPER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [BOOKKEEPER ADDRESS] (the "**Bookkeeper**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "**Client**").

Bookkeeper and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage the Bookkeeper to maintain its financial records and perform related bookkeeping services, and the Bookkeeper wishes to provide those services as an independent contractor on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Engagement and Scope of Services

1.1 Engagement. Client engages the Bookkeeper to perform the bookkeeping services described in **Exhibit A** (the "**Services**"). The Bookkeeper will perform the Services with reasonable skill and care and in a professional manner consistent with generally accepted bookkeeping practices.

1.2 Typical services. Unless **Exhibit A** states otherwise, the Services may include: (a) recording and categorizing transactions; (b) maintaining the general ledger; (c) reconciling bank and credit-card accounts; (d) tracking accounts payable and receivable; (e) preparing periodic financial reports such as profit-and-loss and balance-sheet statements; (f) payroll data entry support as agreed; and (g) maintaining organized records for the Client's accountant or tax preparer.

1.3 Accounting system. The Services will be performed in the accounting software specified in **Exhibit A** (such as [SOFTWARE NAME]). The Parties will agree on who holds the subscription and administrative ownership of the accounting file.

1.4 Reporting cadence. The Bookkeeper will deliver standard reports [MONTHLY / QUARTERLY / AS STATED IN EXHIBIT A], within [NUMBER] business days after the Client provides complete source records for the period.

2. Scope Limitations and Professional Boundaries

2.1 Bookkeeping, not auditing or assurance. The Services are bookkeeping services only. The Bookkeeper will not perform an audit, review, or compilation under professional assurance standards and will not express any opinion or assurance on the financial statements.

2.2 No tax, legal, or financial advice. Unless the Bookkeeper is separately licensed and expressly engaged to do so, the Services do not include preparing or filing tax returns, giving tax, legal, investment, or financial advice, or representing Client before any taxing authority. The Bookkeeper will coordinate with Client's licensed

accountant or tax preparer as needed.

2.3 Reliance on Client information. The Bookkeeper will rely on the completeness and accuracy of the documents, data, and explanations Client provides and is not responsible for errors resulting from inaccurate or incomplete information supplied by Client.

2.4 Fraud detection. The Services are not designed to detect fraud, defalcation, or other irregularities, although the Bookkeeper will inform Client of any such matters that come to its attention.

3. Client Responsibilities

3.1 Records. Client will provide complete, accurate, and timely source documents, including bank and credit-card statements, invoices, receipts, payroll records, and explanations of unusual items, in the format and on the schedule in **Exhibit A**.

3.2 Internal controls. Client is responsible for establishing and maintaining its own internal controls, safeguarding its assets, authorizing transactions, and the ultimate accuracy of its books and financial reporting.

3.3 Approvals. Client will review reports and respond to the Bookkeeper's questions in a timely manner. Client remains responsible for approving and filing its own financial statements and tax filings.

3.4 Cooperation. Client will designate a point of contact authorized to provide information and approvals and will promptly notify the Bookkeeper of changes to bank accounts, ownership, or operations affecting the books.

4. Access to Financial Systems and Security

4.1 Access. Client will grant the Bookkeeper the access reasonably necessary to perform the Services, which may include read or limited access to bank feeds, accounting software, payment platforms, and document storage.

4.2 Banking access limits. Unless **Exhibit A** expressly authorizes it, the Bookkeeper will have view-only access to bank and payment accounts and will not have authority to initiate, approve, or transfer funds. Any payment-handling authority must be separately and expressly granted in writing and is subject to Client's controls.

4.3 Credentials and security. The Parties will use secure methods to share access and documents. The Bookkeeper will safeguard credentials and access using at least reasonable security measures.

4.4 Return of access. On termination, the Bookkeeper will return or relinquish access, return Client records in a usable format, and delete Client credentials from its systems.

5. Fees and Payment Terms

5.1 Fees. Client will pay the fees stated in **Exhibit A**, whether a fixed monthly retainer, hourly rate, or per-transaction pricing, stated in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

5.2 Cleanup or catch-up work. Any historical cleanup, catch-up bookkeeping, or correction of prior-period errors is outside the recurring fee and is billed separately as stated in **Exhibit A** or by written estimate.

5.3 Invoicing and payment. The Bookkeeper will invoice **[MONTHLY IN ADVANCE / MONTHLY IN ARREARS]**, and Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

5.4 Software and third-party costs. Subscription and third-party costs are Client's responsibility unless **Exhibit A** states they are included, and will be passed through with Client's prior approval.

5.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, and the Bookkeeper may suspend the Services on [NUMBER] days' written notice for unpaid undisputed invoices.

6. Confidentiality and Data Protection

6.1 **Definition.** "Confidential Information" means non-public information the Bookkeeper accesses or receives in performing the Services, including financial records, bank and account data, customer and vendor information, payroll data, and any personal data.

6.2 **Obligations.** The Bookkeeper will use Confidential Information only to perform the Services, protect it with at least reasonable care, and not disclose it to any third party without Client's consent, except as required by law or to Client's designated accountant or tax preparer.

6.3 **Personal data.** The Bookkeeper will handle any personal data in compliance with applicable data-protection laws and will promptly notify Client of any suspected data breach involving Client information.

6.4 **Survival.** The confidentiality obligations survive termination for so long as the information remains confidential or as required by law.

7. Records, Ownership, and Retention

7.1 **Ownership of records.** Client's books, records, and financial data are and remain the property of Client. Subject to payment of undisputed fees, the Bookkeeper will deliver Client's records and accounting file to Client on request or termination.

7.2 **Bookkeeper work papers.** The Bookkeeper's internal work papers, checklists, and templates remain the Bookkeeper's property, subject to Client's right to its own underlying data.

7.3 **Retention.** Each Party will retain records as required by applicable law. The Bookkeeper may retain copies necessary to support its work and to comply with legal or professional requirements, subject to the confidentiality obligations.

8. Term and Termination

8.1 **Term.** This Agreement begins on the Effective Date and continues until terminated under this Section, or for the fixed term stated in **Exhibit A**.

8.2 **Termination for convenience.** Either Party may terminate for convenience on [NUMBER, e.g. 30] days' prior written notice.

8.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

8.4 **Effect of termination.** On termination, Client will pay for all Services performed through the effective date, the Bookkeeper will complete an orderly handoff of records and access, and Sections 6, 7, 9, and 10 survive.

9. Representations, Warranties, and Indemnification

9.1 **Mutual authority.** Each Party represents that it has the authority to enter into and perform this Agreement.

9.2 **Bookkeeper warranty.** The Bookkeeper warrants that it will perform the Services in a professional and workmanlike manner, but does not warrant any particular tax outcome, financial result, or that records will be free of all error.

9.3 **Indemnification.** Each Party will defend, indemnify, and hold the other harmless from third-party claims to the extent arising from its own breach of this Agreement, negligence, or willful misconduct. Client will additionally indemnify the Bookkeeper for claims arising from inaccurate or incomplete information Client supplied. The indemnified Party will give prompt notice, allow the indemnifying Party to control the defense, and cooperate; no settlement imposing liability on the indemnified Party may be made without its consent.

10. Limitation of Liability and General Provisions

10.1 **Limitation of liability.** Except for breach of confidentiality and indemnification obligations, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total aggregate liability will not exceed the fees paid to the Bookkeeper in the [NUMBER, e.g. 6] months before the event giving rise to the claim.

10.2 **Independent contractor.** The Bookkeeper is an independent contractor. Nothing creates a partnership, joint venture, agency relationship, or employment.

10.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets.

10.6 **Entire agreement; amendment.** This Agreement, together with its Exhibits, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.7 **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. A failure to enforce is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BOOKKEEPER

CLIENT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE]

Date: _____

Date: _____

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