

BOOKKEEPER AND ACCOUNTANT MALPRACTICE INDEMNITY AGREEMENT

This Indemnity Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between:

Indemnifier:

Name/Entity: _____

Address: _____

And

Indemnified Party:

Name/Professional: _____

Address: _____

RECITALS

WHEREAS, the Indemnified Party provides professional accounting, bookkeeping, tax preparation, and/or financial consulting services;

WHEREAS, the Indemnifier has engaged or wishes to engage the professional services of the Indemnified Party; and

WHEREAS, in consideration of the services rendered, the parties desire to establish the terms of indemnification regarding potential professional liability, malpractice claims, or errors and omissions arising from the performance of these services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INDEMNIFICATION

The Indemnifier hereby agrees to defend, indemnify, and hold harmless the Indemnified Party from and against any and all claims, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of, resulting from, or in connection with the professional bookkeeping and accounting services rendered under the engagement, except as otherwise limited herein.

2. LIMITATIONS ON INDEMNITY

The indemnification provided under Section 1 shall not apply to any losses, claims, damages, liabilities, or expenses resulting directly from:

- The Indemnified Party's gross negligence, willful misconduct, or intentional fraudulent acts.
- Services performed outside the scope of the agreed-upon professional engagement.
- A material breach of this Agreement by the Indemnified Party.

3. LIMIT OF LIABILITY

The total liability of the Indemnified Party for any and all claims, losses, or damages arising out of this professional relationship shall not exceed _____.

4. NOTIFICATION OF CLAIMS

The Indemnified Party shall promptly notify the Indemnifier in writing of any claim, action, suit, or proceeding for which indemnification is sought. Failure to provide prompt notice shall not relieve the Indemnifier of its obligations, except to the extent that the Indemnifier is materially prejudiced by such failure.

5. COOPERATION

The Indemnified Party shall cooperate fully with the Indemnifier in the defense of any claim subject to this Agreement. The Indemnifier shall have the right to assume the defense of any such claim with counsel of its own choosing, subject to the reasonable approval of the Indemnified Party.

6. TERM AND TERMINATION

This Agreement shall remain in full force and effect from the date first written above and shall survive the termination of any professional service engagement between the parties for a period of _____ years.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed, interpreted, and governed by the laws of the State/Jurisdiction of _____, without regard to its conflict of law principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INDEMNIFIER

INDEMNIFIED PARTY

Signature

Signature

Print Name

Print Name

Title

Title