

OUTSOURCED ACCOUNTING SERVICES AGREEMENT

This Outsourced Accounting Services Agreement (the "Agreement") is entered into as of _____ day of _____, 20____, by and between:

Client: _____, with a principal place of business at _____ (hereinafter referred to as the "Client"),

and

Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Provider").

WHEREAS, the Client desires to retain the Provider to perform professional accounting and bookkeeping services, and the Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services

The Provider shall perform the following accounting and financial services for the Client:

1. General ledger maintenance and bookkeeping.
2. Accounts payable and accounts receivable processing.
3. Bank, credit card, and loan reconciliations.
4. Preparation of monthly, quarterly, and annual financial statements.
5. Payroll processing and related tax filings, if applicable.
6. Other services as mutually agreed upon in writing: _____.

2. Fees and Payment Terms

1. **Compensation:** The Client agrees to pay the Provider a fee of _____ per _____ (e.g., hour, month) for the services rendered under this Agreement.
2. **Invoicing:** The Provider shall invoice the Client on a _____ basis. Payment shall be due within _____ days of the invoice date.
3. **Late Payments:** Late payments shall accrue interest at a rate of _____ % per month, or the maximum rate permitted by law, whichever is lower.

3. Term and Termination

1. **Term:** This Agreement shall commence on _____ and shall continue until _____, unless terminated earlier in accordance with this Section.
2. **Termination for Convenience:** Either party may terminate this Agreement at any time, with or without cause, by providing _____ days' written notice to the other party.
3. **Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within _____ days of receiving written notice of the breach.

4. Confidentiality

The Provider acknowledges that, during the course of performing services, the Provider will have access to non-public, proprietary, and confidential financial and business information of the Client. The Provider agrees to maintain the absolute confidentiality of all such information and shall not disclose it to any third party without the express written consent of the Client, except as required by law.

5. Limitation of Liability

The Provider shall perform all services in accordance with professional standards. In no event shall the Provider's liability arising out of or related to this Agreement exceed the total amount of fees paid by the Client to the Provider under this Agreement during the _____-month period immediately preceding the event giving rise to liability.

6. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations, or, if necessary, in the state or federal courts located in _____.

7. Miscellaneous

- 1. Independent Contractor:** The Provider is an independent contractor and not an employee, agent, or partner of the Client.
- 2. Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, written or oral.
- 3. Amendments:** This Agreement may only be amended in writing signed by authorized representatives of both parties.

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

CLIENT:

PROVIDER:

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date