
the library

bookkeeping & tax preparation

DATE

COMPANY
CONTACT NAME
ADDRESS
CITY, ST ZIP
E-MAIL

Re: Bookkeeping Services retainer agreement

To Whom It May Concern:

Your firm ("Client"), as described above, is engaging The Library Inc. to perform bookkeeping and accounting services. The Library Inc. is pleased to do so and this letter sets forth our complete agreement; this agreement replaces any previous agreements, oral or in writing.

1. This agreement shall become effective upon receipt of a signed copy of this agreement from you, and shall continue for a period of one year thereafter, unless terminated earlier in writing by either party. This agreement may be terminated with or without cause for any reason by either party upon written notice in accordance with the contact information provided above. Within 30 days following termination, Client will pay any amounts due to The Library Inc., and The Library, Inc. will return any media, computer files, and information belonging to Client.
2. The Library is not requiring a retainer to begin working for you. In the event that billed fees become delinquent to the point that we cease working for you, once you catch up on payments, we may require an advance retainer in order to continue our business relationship. Such retainer fee shall be applied against hours committed by The Library, Inc. to such services for your business. You understand that any fee we have estimated is subject to change. Notwithstanding the fact that our fees are nonrefundable, you have the right to approve charges in advance.
3. Fees shall be based primarily on hourly charges. It is impossible to tell in advance the amount of time your business bookkeeping activities will require, however The Library, Inc. will make its best efforts to provide services at the lowest possible cost while retaining our quality standards. We will keep a record of all time devoted to the accounting services provided, which is available to you at any time and will be disclosed upon invoicing. There may be additional costs or fees (e.g., express mail) paid by The Library Inc. on your behalf. You agree to reimburse us for such expenses, if approved in advance by you.
4. If our rates increase, we will notify you of this in advance via email, and if the new rates are unacceptable you may terminate this agreement. Otherwise your statements will reflect the new billing rates from the time they become effective. We will bill you monthly for work done on a time expended basis. At that time you will be expected to replenish the retainer account to its original level.

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5. The Library, Inc. agrees to maintain the confidentiality of information obtained from Client. Therefore, The Library Inc. agrees that it will not disclose to any third party, without the prior written consent of an executive officer of Client, any information relating to the business of Client if such information could reasonably be construed as confidential and was obtained in the course of The Library Inc.'s providing services to Client.

6. Note that The Library, Inc. is not a certified public accounting firm and does not perform public accounting functions. Further, any information, advice or counsel provided by The Library Inc. to Client shall not be construed as legal, financial or tax advice and is not guaranteed in any form. The Library Inc. shall not be liable for any damages related to this agreement or the services provided hereunder.

7. To perform services under this agreement we may need remote Internet access to one or more of your computers ("PCs"). We shall use all reasonable security precautions and we shall not use the PCs for any other purpose other than accomplishing our services. This may include saving different files on these PCs (e.g., QuickBooks, spreadsheets, word, txt files) and you grant us permission to do this. Conversely, you shall not hold us responsible for any direct or indirect damage or problems your PCs may experience for any reason.

8. If at any time any amounts due under this agreement become delinquent for failure to pay or otherwise, The Library Inc. may cease providing services. Amounts delinquent over 30 days will be charged interest at 10% per annum. This agreement shall be considered to have been entered into in Los Angeles, California and shall be governed by the laws thereof. The Library Inc. shall be entitled to receive all costs and fees incurred to collect past due amounts. Copies executed and returned by facsimile are agreed acceptable to both parties hereunder.

If you agree with the terms of this Agreement, please complete the contact information above, sign and return one copy to us by facsimile to 213-975-9553; deposits may be sent via check or call 213-985-4225 to arrange credit card payment.

Agreed and Accepted:

For: The Library, Inc.
Date:

For: COMPANY
Date: