



## Engagement Letter for Bookkeeping Services

Dear *New Client*,

This letter sets forth the objectives and terms of our proposed engagement and the nature of the services **Add-Vantage Bookkeeping** will provide to you and/or your company (the "Client").

### WORK TO BE DONE

#### **A. Scope/Limitations.**

Add-Vantage Bookkeeping does not provide forensic auditing. Accordingly, our engagement for accounting services will not, and cannot, be relied upon to disclose financial errors, irregularities or illegal acts such as fraud or misappropriation which may exist or take place during the term of our engagement. Incomplete or inaccurate information provided to Add-Vantage Bookkeeping will affect the ability of Add-Vantage Bookkeeping to perform the services for which it is being retained. Should such matters come to our attention during the provision of services same shall be disclosed to the Client forthwith.

#### **B. Agreed Upon Services.**

Please select all required services from the attached **Bookkeeping Services List**. By having you clearly identify the specific services you wish provided and their frequency, we hope to better meet your expectations of service. Any changes will be mutually agreed upon and confirmed in writing.

### FEE SCHEDULE

The following is our fee schedule:

#### **A. Professional Fees.**

Fees for professional services will be based on the time expended at our current hourly rates, unless otherwise mutually discussed and agreed to in writing. We require a minimum retainer before work can begin.

#### **B. Factors Affecting Fees.**

Professional fees are based upon several factors including time, labour involved, and skill requisite to perform the said services properly. Fees will be based upon an agreed hourly rate unless special circumstances are in place, in which case an agreement in writing between the parties will address such adjusted costs.

#### **C. Direct Expenses.**

Additional charges for computer services, fax transmissions, report production and other out of pocket disbursements, including travel costs, may be added to our professional fees. Such charges are in addition to any estimated fees given and will be due and payable upon receipt of invoice as billed monthly.

**D. Terms of Payment.**

All billings are 'DUE ON RECEIPT'. All amounts unpaid after 30 days are subject to interest at 2% per month (24% per annum), calculated from the invoice date, on the total outstanding amount.

**TERMINATION**

Either party may terminate this relationship on thirty (30) days written notice to the other, including email notification, provided that such notice has been received. In the event that the Client provides less than thirty (30) days notice, the average of one month's billings plus applicable GST will be payable in lieu of notice. The average one month's billings will be calculated from the prior twelve (12) months when services were provided.

During the 30 day termination period projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.

**LIMIT OF LIABILITY**

A. The Client hereby agrees that any liability of Add-Vantage Bookkeeping or Kerri Bouffard under this agreement, regardless of form of action, shall be limited to the most recent monthly amount billed for services agreed to hereunder as its exclusive remedy. Client agrees that it shall not make any claim against Add-Vantage Bookkeeping or Kerri Bouffard beyond such amount of monthly account, and Add-Vantage Bookkeeping and Kerri Bouffard may rely on this paragraph as a complete bar to any such claim.

B. More specifically the Client agrees that Add-Vantage Bookkeeping and Kerri Bouffard are not, and shall not be deemed to be liable for any losses resulting from advice provided by them or either of them, or from work done by them, or for loss of profits of the Client or of any other party which may flow there from, whether it be direct or incidental, whether or not they have been advised of the possibility of such damages, and the Client acknowledges and agrees to same hereto.

C. Neither party may bring any action arising out of the services under this agreement, regardless of form, more than one year after the date of the last services provided under this agreement.

**INDEMNIFICATION & NON-DISCLOSURE**

The Client agrees to release, indemnify and hold Add-Vantage Bookkeeping and Kerri Bouffard, (their partners, executors, heirs, successors and assigns) harmless from any and all liability and costs resulting from any known misrepresentations or fraud participated in by management or any of them, or such errors resulting from incomplete or inaccurate information provided by management, and such indemnity shall not be limited to the term of this contract but shall be ongoing even after its termination.

The Client also acknowledges that the Add-Vantage Bookkeeping and Kerri Bouffard in the course of their work may view or otherwise come into contact with information the Client considers confidential. In such a case the Add-Vantage Bookkeeping and Kerri Bouffard undertake to keep such information confidential subject to governing law, jurisprudence and/or order of a court of competent jurisdiction and the Client agrees that no action can be taken against Add-Vantage Bookkeeping and Kerri Bouffard as a result of their view or contact with the confidential information unless Add-Vantage Bookkeeping and Kerri Bouffard fail to honour their undertaking as defined in this paragraph

**APPLICABLE LAW**

This engagement letter shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the Province of Ontario. In the event of commencement of any legal action regarding any term or condition of this engagement such action by agreement is to be subject to the jurisdiction of the courts of the Province of Ontario or its political subdivisions.

**COMPLETE AGREEMENT**

This letter and the Bookkeeping Services List comprise the complete agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

If you have any questions or concerns regarding this engagement letter or desired services please contact us at the above address.

Sincerely,

\_\_\_\_\_  
Kerri Bouffard

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date