

Sub -Contractual Service and Payment Agreement

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This document is to confirm and specify the terms this Sub-Contractual Service Agreement with Melinda Mitchell d.b.a. Essential Bookkeeping. **Please initial and sign where indicated that you have read and understand the contents of this agreement.**



Services & Fees:

Fees for services are at the hourly billing rate of \$ 50.00/hr. There will be a monthly flat retainer/administrative fee in the amount of \$50.00 which will be automatically charged to a credit card you will be required to place on file with Essential Bookkeeping. This charge will occur on the 20th day of every month until cancellation of this contract whereby a 30 day written notice to cancel this contract is required. This administrative fee is in addition to any/all hourly billable time accrued when and if applicable. There is an initial administrative start/set-up fee in the amount of \$ 150.00 due upon acceptance and signing of this agreement. Until all upfront fees are paid, no services shall be provided unless otherwise agreed upon in writing by either party. _____Initials

Billable time for services to be provided by Essential Bookkeeping include but are not limited to accounting, bookkeeping, consulting, software and computer technical support, training, tax compilation, review, account familiarization, telephone calls, and/or client in-house/off site account administration, i.e. forms, filing, and misc. setup. Additionally, as a part of the services you may request, we may find it necessary to perform additional work to complete those services, at which time we will do our best to bring to your attention when the situation deems necessary. All time is billed on the basis of the amount of time required to complete such said/billed services and are billed in quarter hour increments using the "8 minute rule". Adjustments to billed time may be made up or down depending on this "rule". Clients who have WIP and should require us to be in your office (on-site), billable time shall also be charged for us to prepare to go "on-site" to work at your place of business/office including travel time to and from your place of business at the hourly billing rate plus reimbursement of any out of pocket expenses including mileage at the current federal rate of \$.43 per mile. Any other out of pocket expenses will also be billed when applicable. These and other out of pocket expenses include but are not limited to telephone toll/long distance charges, postage, and/or supplies. _____Initials

You are responsible for providing all information requested so as to assure substantial accuracy of the financial records to be provided and/or setup if applicable. You will need to review the prepared financial data and backup detail information presented to you carefully, as you will have final responsibility for the information reported on your tax returns. _____Initials

All financial information which is supplied by you for compilation or otherwise deemed personal information is held in strictest confidence. No client information, business, personal, or otherwise, will be shared outside our office. _____Initials


We may need, as a situation arises, to clarify, verify, or audit the data submitted for the preparation of outlined services. We will use our best judgment in resolving questions when there is a reasonable basis. However, reasonable basis does not guarantee to provide assurance that a position taken for the compilation of financial information and/or consulting or training will be sustained. _____Initials

We will retain for our files any information that will be back up to your prepared financial information. These records will include our work papers and/or final compiled financial information to be submitted for the preparation of your tax return(s). You will receive copies, unless otherwise requested or agreed, of all compiled and completed financial information. In the event additional copies are needed or requested by you or your staff, there will be a minimum of \$2.50 per form/page/copy or charged at the hourly billable rate, whichever is less. These records, including work papers will be retained for a period of (6) months after this agreement is terminated in the case of future questions, review, or correspondence is needed by any tax agencies or other authorized individuals. Billable time will be charged for questions and answers, review or correspondence requested or provided. After the (6) month period post contract termination for services you may retrieve the files at your expense. If you do not wish to retrieve the files, they will be destroyed. _____Initials

The financial and/or accounting information that will be compiled may be subject to an audit. In the event of any such audits, we will be available upon request to represent you during such audit and will render any additional fees for time and expenses incurred. **Initials/_____**



Deposit of Funds on Account:

It is policy to request a minimum of \$500 "Funds on Account" prior to beginning services. This is not part of the monthly retainer/admin fee. These funds are to be on account until the termination of this agreement so as to assure all services rendered are paid in full. You may be required to deposit additional funds on account should a situation arise that deems necessary and/or if your account is not maintained in good standing as per the stated  Invoices/Payment Agreement. Upon termination of this agreement, the funds on account shall be retained for a period of 30 days to perform client close-out procedures and/or to cover any unpaid billable fees. Any and all remaining funds will be refunded to you within 10 days thereafter. Should there be a balance due over the funds on accounts, the balance will be due and payable upon receipt of invoice. If payment is not received in full for the amount invoiced within 30 days from the date invoiced, your account will be subject to collection action. Should this occur, you agree to pay all reasonable collection costs and Attorney's fees incurred plus accrued interest and late charges. **Initials/_____**

 Invoices & Payments:

Billable time is summarized on each billing invoice. A detail of the time and/or services will accompany each invoice, however, we cannot guarantee specifics when services are performed and rendered "on-site" at your place of business. Invoices will be submitted for payment on monthly basis within the last 3 days of every month. **Invoices are due and payable upon receipt.** Payments are to be received in our office not later than 10 days from the date of the invoice unless otherwise specified on the invoice with a revised due date.

When mailing payments, please allow enough time for postal delivery so that payments are received within the 10-day period or adjusted due date to avoid late charges and/or interest fees (please see policy below). *Payments to your account made by credit cards must be initiated at least 2 days prior to the specified due date on the invoice without becoming delinquent. **Initials/_____**

 Late Fees and Interest Charges :

*An invoice will be considered delinquent if not received on or before the 10th day from the invoice date or by an adjusted due date which will be specified on an invoice. An automatic \$25 late charge will be applied to your account balance and in addition, the unpaid balance will accrue finance charges from the date of the invoice at an annual rate of 21% with a minimum finance charge of \$5.00, whichever is more until the balance is paid in full. Invoices for services rendered are due upon receipt of invoice. At anytime your account becomes due 30 days outstanding from the date of an invoice and payment arrangements have not made, your account will be subject to collection action. If this should occur, you agree to pay all reasonable collection costs and Attorney's fees incurred to collect payment plus any accrued interest and/or late charges. Should payment arrangements be made for Essential Bookkeeping to carry a balance (not including a deposit required on account), the 21% annual interest charge will apply, and/or the minimum finance charge of \$5.00, whichever is more. **Initials/_____**

If a situation arises where you have questions regarding an invoice, or you are unable to pay an invoice in full, please contact me or my staff **prior** to the invoice becoming due or delinquent so we can work together to resolve any issues. **Initials/_____**

 Returned Checks Policy:

A \$30 service charge will applied to your account balance for any payments made to your account balance by check and the check is returned unpaid for any reason. Your account balance then may also become delinquent whereby the above conditions for late fees and interest charges may apply. **Initials/_____**

If you agree to the all terms specified above, please print, complete and sign the "signature page" below. Please return all initialed pages of this contract and the completed and signed signature page by fax to 951-461-0530.

We are pleased to have you as a client and look forward to a long and mutually beneficial relationship.

Respectfully,

Melinda Mitchell

Melinda Mitchell, Owner
Essential Bookkeeping & Business Services

FIN 33-0837808

If you hereby agree to the terms stated above, click AGREE below, and open the document. Complete the entire form, print, sign, and fax to Essential Bookkeeping at 951-461-0530. All original copies of this agreement and the completed form to follow are to be returned with your initial first month retainer of \$40 plus the minimum \$500 deposit. If you have any questions regarding the contents of this agreement, please do not hesitate to contact us.

F. Y. I.

Average Bookkeeping Activities Monthly, Quarterly, and Yearly

Assets

Check Cash postings, reconciliation of all bank accounts to bank statements. Check registers, and cash receipts journals. Make any necessary adjustments to books to balance to bank reconciliations.

Reconcile and Adjust the Petty Cash Account or Cash Payment Activity

Maintain a current journal of Employee Advances

Review purchases and reconcile to the Inventory account. Adjust the Inventory account to the physical count taken periodically.

Journalize all Prepaid expenses and Deposits.

Review fixed asset purchases and reclass if necessary

Record estimated Depreciation on Fixed Assets

Liabilities

Calculation of Sales Taxes payable and advise or prepare payments to the State Board of Equalization

Prepare L/P Amortization Schedules for posting principal and interest portions of any Loans or Notes Payable

Record interest accrued and Credit Cards Payable statement/receipt activity.

Work with the payroll service on Employee Garnishments payable.

Expenses

Review the detail posted to all expenses accounts and reclassify if necessary.

Record summary payroll expenses from the reports produced.

Review the quarterly and yearly payroll tax reports for accuracy.

Preparation of Worker's Compensation reports necessary and assist the auditor yearly.

When applicable, work with the tax accountant for year-end tax planning, and submit to them all of the necessary documentation for the preparation of the tax return, and reconcile books to the balance sheet of the tax return, i.e. year-end closing entries.

Prepare yearly County Tax Assessor forms.

Prepare the yearly U.S. Dept. of Commerce reports.

DO NOT EMAIL THE FOLLOWING COMPLETED FORM. ONCE YOU HAVE TYPED IN THE INFORMATION, PRINT THE FORM, SIGN AND FAX TO 951-461-0530

Tab through this form to fill out on screen DO NOT EMAIL

Please Print or Type:

I have received a copy and I understand and agree to the terms as outlined in this sub-contractual agreement,

this _____ day of _____ 200 _____

SIGNED: _____

Name: _____ **: Title** _____

Social Security No: _____

Legal Company Name: _____

Business or Home Address: _____

Phone# _____

CORPORATE PERSONAL GUARANTEE

Name: _____ **: Title** _____

Social Security No: _____

Residential Address: _____

Home Phone# _____

Alternate Contact _____



ESSENTIAL BOOKKEEPING



Please return this form to Essential Bookkeeping
Fax # 951 461 0530

Automatic Credit Card Billing Authorization Form

Please complete the Credit Card Information section below and sign the form then return via fax to 951-461-0530. Upon approval, your credit card will automatically be billed for the amount indicated and your total charges will appear on your monthly credit card statement. Cancellation of this automatic billing will go into effect once the contract expires or upon written cancellation of the Contract Agreement with Essential Bookkeeping for services.

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Client Information (to be completed by Essential Bookkeeping)

Client Name: _____ Client Account No: _____

Client Phone: _____ / _____ / _____

Payment Information (To be completed by Essential Bookkeeping)

I authorize Essential Bookkeeping to automatically bill the card listed below as specified:

Amount \$ 40.00

Frequency (Check one only)

- Weekly Bi-Weekly Semi-Monthly Monthly
 Quarterly Semi-Annually Annually

Start Billing on: _____ End Billing when: _____

Contract expires: _____ / _____

Client provides written cancellation of Contract

Client Credit Card Information (to be completed by client)

Essential Bookkeeping accepts the following credit cards: **Visa, MasterCard, American Express, and Discover**

Credit Card Type: _____

Credit Card Number: _____

Expires: _____ / _____

Cardholder's name:

_____ (exactly as shown on credit card)

Cardholder's Zip code (required)

_____ from credit card billing address

Cardholder's Billing Address:

Customer's Signature: _____

Date: _____