

SAMPLE BOOKKEEPING ENGAGEMENT LETTER

Name of Client

Address

City State Zip

Dear (Client):

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of services we will provide.

We will perform the following services for you each (month, quarter etc indicate time frame). [From list below select services you will perform and change/add as needed]. These services will begin _____ (month and year)

1. Record cash receipts/income from your daily cash reports and/or bank deposits
2. Record cash disbursements/expenses
3. Record any adjusting entries needed in records initially compiled and maintained by you
4. Reconcile bank statements
5. Prepare vendor and/or payroll checks for your signature
6. Review and prepare your payroll records
7. Post earnings record to ledger
8. Prepare payroll tax returns
9. Other bookkeeping services (specify)

At year end we will perform the following additional services for you

1. Prepare W-2's and W-3's
2. Prepare 1099's

Our engagement is limited to the period and the accounting services indicated above. We will not audit or review your financial statements as those terms are defined in generally accepted auditing standards or any other accounting documents and information you provide. We will not verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us.

You are responsible for designing and implementing controls to prevent and detect fraud and informing us about all known or suspected fraud impacting the company. In addition you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Our engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or embezzlements, that may exist. However, we will inform the appropriate level of management specifically designated by you, of any material errors that come to our attention and any irregularities or illegal acts that come to our attention, unless they are clearly inconsequential

In order for us to complete this engagement in a timely and efficient manner we require unrestricted access to all documents concerning your financial transactions including but not limited to bank statements, canceled checks, summaries of deposits and sales, a listing of accounts payable and accounts receivable, leases, loans and any other financial information necessary that impacts your accounting records. If you keep records in QuickBooks or other accounting software you agree to have the most current updates, patches etc such that your system will be compatible with the current operating system standards.

Our fee for these services will be based upon the amount of time required at our standard billing rates, plus out-of-pocket expenses. All invoices are due and payable upon presentation.

Our maximum liability to you arising for any reason relating to services rendered under this letter shall be limited to the amount of fees you paid for these services. In the event of a claim by a third party relating to services under this letter, you will indemnify us from all such claims, liabilities, costs and expenses, except to the extent determined to have resulted from our intentional or deliberate misconduct.

If any dispute arises (between/among) the parties hereto, the parties agree first to try in good faith to settle the dispute through non-binding mediation. The costs of mediation shall be shared equally by the parties.

The parties agree that, if any dispute cannot be settled through mediation, the dispute may then be brought before a court of competent jurisdiction, but the matter will ultimately be decided by the court, sitting without a jury. The parties recognize they have knowingly and voluntarily agreed to waive all rights to have any such dispute determined by a jury, but otherwise retain all rights afforded under the applicable civil justice system.

This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws (enter state or other jurisdiction) (without giving effect to its provisions on conflict of laws).

This Agreement is fully and voluntarily entered into by the Parties. Each Party states that he, she, or it has read this Agreement, has obtained advice of counsel if he, she, or it so desired, understands all of this Agreement, and executes this Agreement voluntarily and of his, her, or its own free will and accord with full knowledge of the legal significance and consequences of this Agreement.

To confirm that you agree with the services and terms of this engagement, please sign where indicated at the bottom of this letter and return a signed copy to us. Should you have any questions regarding these requirements or provisions, please feel free to contact us.

Sincerely,

Signed on behalf of
(Firm Name)

ACCEPTED AND AGREED TO BY:
(Insert client name)

By: _____
Client Signature

Date: _____

Please be advised that this sample letter/information is provided as part of a service from your insurance carrier. These are risk management suggestions from your insurer and are not to be construed as legal advice from an attorney to a client. We strive to provide sound risk management advice and suggestions and hope this information is helpful to you in this matter.

Please be further advised that neither Markel nor All Risks, Ltd can be responsible for material changes to this document or information supplied in the blanks currently provided. If you would like to have a proposed finished product reviewed in advance of utilization of this document please contact our Accountants' Professional Liability Advice "Hotline" at 1 866-306-3607.