Accounting Services Agreement

Sherri Parker

Sample Accounting Services Agreement
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THIS AGREEMENT (the "Agreement") is made and entered into as of this January 1, 2012, by and between Sherri Parker (SP) with offices located at 7531 E. Colfax Street, Denver, Colorado 80205, and RMD Financial Corporation, ("RMD"), with a street address of 1001 E. 26th Ave., Denver, Colorado 80111.

Recitals

WHEREAS, SP and RMD have agreed to enter into this Agreement whereby RMD will provide Accounting Services to SP;

WHEREAS, SP and RMD agree that SP has a right to terminate this Agreement on the 181st day after this Agreement is executed;

WHEREAS, SP and RMD agree that RMD will provide Accounting System Set-Up Services to SP, SP will pay RMD a one-time “accounting and financial structure systems” set-up fee of three hundred and fifty dollars ($350.00) for the approximate 6-hour project, payable as follows: 

*The two-hundred dollars ($200.00) is due and payable upon the execution of this agreement, and the remaining one-hundred and fifty dollars ($150.00) is due and payable when SP signs-off on the final. “Accounting and financial structure systems.”*

WHEREAS, SP and RMD agree that RMD will provide “On-going Accounting Services” to SP, SP will pay RMD at an hourly rate of $25.00 an hour as outlined in the scope of work below:

Witness

NOW, THEREFORE, in consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1.) RMD’s Accounting System Set-Up Services includes the following Scope-of-Work:

* • Establish “Identify an Internet based accounting system;”*
* • Develop the “accounting and financial structure systems architecture (Chart-of- Accounts);”*
* • Utilize the “Internet based accounting system” to set-up live ongoing accounting system;*
* • Develop “daily transaction procedures (protocols)” for revenue and expense recognition;*
* • Develop “transaction procedures (protocols) and opening balances” for corporate assets, liabilities, and capital accounts;”*
* • Develop “corporate tax liability payment procedures;”*
* • Create “employee payroll and tax payment services” with a third-party vendor;” and*
* • Manage all “general ledger and bookkeeping activities.”*

2.) Compensation Structure:

* - Accounting System Set-Up Services: three hundred and fifty dollars ($350.00) total fee.
* - On-going Accounting Services: Twenty-five dollars ($25.00) hourly, paid on the 1st and 15th of
each calendar month; one week in arrears; based upon RMD’s invoices.

3.) Tax Report Preparation and Administration
   - RMD will not prepare SP’s Local, State, or Federal tax reports or returns.
   - RMD will secure “employee payroll tax reports” from a third party employee payroll service and forward said reports to SP.

4.) Sources of Information Available to RMD
   RMD will have access to information in the possession or control of SP and/or to any additional information to which RMD receives directly from SP. RMD will not ask any entity or organization within SP, other than SP, for information without specific direction to do so from SP. SP recognizes and acknowledges that RMD will perform its services under this Agreement based on information made available by SP. RMD will access information from third parties on the behalf and to the benefit of SP. SP recognizes and acknowledges that RMD will perform its services under this Agreement based on the information available to RMD. RMD will use its best efforts to convey accurate and timely information to SP.

5.) No Guarantee
   There are no guarantees, either expressed or implied, regarding SP’s ability to secure an acceptable small business loan based upon financial reports generated by RMD.

6.) Confidentiality
   RMD agrees to hold information received from SP, or otherwise made available to RMD with the permission of SP, in confidence and not to show or disclose it to any third party, including to any third party for RMD’s marketing purposes. RMD agrees to hold its conclusion and information in its reports to SP in confidence and not to show or disclose such information or reports to any third party, including to any third party for RMD’s marketing purposes. RMD shall use all reasonable means to safeguard the confidentiality of such information.

7.) Management Reports
   RMD will provide to SP’s management a weekly report on the status of this project.

8.) Travel Expenses
   N/A

9.) Printing Expenses
   Whenever the work covered by this Agreement shall involve printing and/or packaging expenses, SP shall reimburse RMD for all such expenses up to a maximum of $50.00. RMD will secure SP approval prior to incurring expenses.

10.) Postage and/or Freight Expenses
   Whenever the work covered by this Agreement shall involve postage and/or freight expenses, SP shall reimburse RMD for all such costs incurred up to a maximum of $25.00. RMD will secure SP approval prior to incurring expenses.
11.) Communications Expenses

Whenever the work covered by this Agreement shall involve toll telephone calls and/or other communication expenses, SP will reimburse RMD for all costs incurred up to a maximum of $75.00. RMD will secure SP approval prior to incurring expenses.

12.) Severability

If any provision in this Agreement is not essential to its basic purpose, this Agreement shall not be held invalid or unenforceable and, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, this Agreement shall nevertheless remain in full force and effect in all other circumstances.

13.) Benefit

This Agreement shall be binding upon the parties hereto, the successors, assignee, heirs, trustees, and personal representatives of SP and RMD.

14.) Notice

All notices required to be given with regard to the termination of this agreement or the need for material changes to its contents (but excluding routine correspondence) shall be in writing, and shall be delivered in person or by Certified Mail, Return Receipt requested, as follows:

To: Richard Daniel, President, RMD FINANCIAL CORPORATION 6692 S. Olive Ct., Centennial, Colorado 80111 or such other address as the parties shall designate for notices in accordance with this agreement.

16.) Waiver

The waiver by either party of any breach or violation of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation unless such waiver is expressly made in writing.

17.) Governing Law

This agreement has been negotiated and executed in the State of Colorado and the laws of that State shall govern its construction and validity.

18.) Entire Agreement

This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the two parties relating to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other Agreement, statement or promise not contained in this shall be valid or binding unless such Agreement is made in writing, signed by both parties and executed at a date subsequent to the date of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both parties.
IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date first written above.

Sherri Parker                                      RMD Financial Corporation

By: __________________________  
     Sherri Parker

By: __________________________  
     Richard Daniel, President