

BOOKKEEPING CONTRACT

This CONTRACT is made and entered into on _____ by and between, _____ ("Accountant"), duly licensed in the state of _____ as a certified public accountant, and having a principal place of business at _____, _____, and _____ ("Client"), of _____, _____, _____.

In consideration of the mutual promises contained in this Contract, the contracting parties agree as follows:

I. CONTRACT TERM.

This Contract shall become effective on _____, It shall remain in effect until the services required hereunder have been completed satisfactorily by Accountant unless sooner terminated as provided in this Contract.

II. ACCOUNTING SERVICES.

Under the terms and conditions stated in this Contract, Accountant agrees to perform the following specific accounting services for Client:

III. FEES FOR SERVICES.

In consideration of the services to be performed by the Accountant, the Client agrees to compensate the Accountant for the services rendered as follows: Accountant's fees for the services specified in Paragraph 2, above, and for any additional services, will be charged

IV. CLIENT'S COOPERATION.

The Accountant is hereby authorized to communicate with the Client's custodian regarding the Client's account and other relevant financial data. The Client takes sole responsibility for the acts or omissions of its custodian and will have by the effective date of this Contract instructed its custodian, and will instruct any future custodian of the Client to provide the Accountant with custodian's reports and other information of the Client that the Accountant requires to perform its Services. The Client will provide the Accountant with true and complete information necessary for the Accountant to perform its services. The timely performance of the Services will depend on the timely receipt of complete Client data.

V. MUTUAL REPRESENTATIONS.

(a) Representations by the Client: The Client represents and warrants that:

- (i) it will comply with applicable law in its use of the Services;
- (ii) execution, delivery, and performance of this Contract have been duly authorized and shall not conflict with any obligation of the Client, whether arising by contract, operation of law, or