

# HOA Bookkeeping Service

## Sample Contract of Provided Services

### BOOKKEEPING SERVICES AGREEMENT

This agreement is by and between CIS Investments, Inc. (CIS) and \_\_\_\_\_ (Client)

In consideration of the covenants herein contained CIS and Client hereby agree to the following:

1. The purpose of this agreement is to appoint CIS as the bookkeeper for the Client. The contract services to be rendered will include: preparation of billing statements, collection of accounts receivable (excluding any legal proceedings or services), payment of association bills, reconciliation of Client's bank statements, preparation of un-audited financial statements, assistance with independent auditor for preparation of audit report, maintain Homeowners Association member list, general record retention and escrow transfer documentation preparation.
2. APPOINTMENT: This appointment shall begin \_\_\_\_\_ and continue on a month-to-month basis. This agreement may be terminated by either party, with or without cause, by giving thirty (30) day written notice. Client agrees to pay CIS for the contract services at the rate of \$ \_\_\_\_\_ per month, payable in advance payable no later than the first of each month. Client agrees to pay for additional services provided by CIS at the applicable rate. Additional services and costs include preparation of 1099 forms @ \$25 per form, mailing of homeowner billing statements @ .50 per statement, archival storage fee of \$2 per box (\$10 monthly minimum) and .10 per photocopy. Client agrees to pay CIS for all actual postage costs incurred on Client's behalf. Inserts and/or newsletters as prepared and supplied by Client can be included in the monthly homeowner billing statements and Client agrees to pay all costs associated with such mailings.
3. ACCURACY OF FINANCIAL INFORMATION: It is understood that the accuracy of financial information supplied to CIS is the sole responsibility of the Client. CIS shall not be held responsible for the production of inaccurate financial statements, homeowner records and billings, or any other financial reports if the financial data submitted by the Client or by prior managing agent is inaccurate. In addition, the Client agrees to be responsible for all costs, expenses, and attorneys' fees incurred in an independent financial review for the purpose of correcting financial data of the Client.
4. INDEMNIFICATION: The Client shall indemnify, defend and save CIS harmless from any and all suits, costs, damages or proceedings, including but not limited to CIS bookkeeping services, pertaining to any and all litigation in which the Client is a party. The Client shall pay all expenses incurred by CIS including, but not limited to, all attorneys' fees, costs and expenses incurred should CIS be named a party in any litigation to which Client is a party. Additionally, the Client shall further indemnify and hold harmless CIS and its employees, agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of the Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify CIS is not limited to any acts or omissions, statements or representations made by CIS in the performance and/or non-performance of CIS's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against CIS.
5. INDEMNIFICATION AND REIMBURSEMENT SURVIVES TERMINATION: All covenants, representations and warranties of the parties contained herein shall survive the termination of this agreement including, but not limited to all requirements. All provisions of this agreement that require the Client to have insurance or to defend, reimburse or indemnify CIS shall survive any termination of this agreement; and if CIS is or becomes involved in any proceeding or litigation by reason of having been the Client's bookkeeper, such provision shall apply as if this agreement were still in effect.
6. ENTIRE AGREEMENT: It is specifically agreed by both parties to this agreement that the entire agreement of the parties is contained in this written agreement and this agreement supercedes all other previous agreements, written, oral or otherwise. This agreement shall only be modified and/or amended in writing signed by the parties hereto.
7. EFFECTIVE DATE OF AGREEMENT: Even though the date this agreement is signed by each party may be different, the parties hereto agree that this agreement shall be effective as of \_\_\_\_\_.
8. APPLICABLE LAW AND PARTIAL INVALIDITY: The execution, interpretation and performance of this agreement shall in all respects be controlled and governed by the laws of the State of California. If any part of this agreement shall be deemed invalid or unenforceable, the remainder of this agreement shall continue in full force and effect.

In witness whereof, this agreement has been executed in the county of San Diego, State of California, as of the date herein.

\_\_\_\_\_  
CIS Investments, Inc.                      Date                      Client                      Date