



Bookkeeping Contract Agreement - **DRAFT**

This contract is a legally binding service agreement between **Daphne Haney** (“Contractor”) and the **Mendocino County Tourism Commission** (“Client”), entered on July 1, 2016 for the services as a contract Bookkeeper.

This agreement in no way obligates the Client to provide employment or any employment benefits to the Contractor.

SERVICES

The work to be performed by Contractor on an as-needed basis is in the Contractor’s usual line of business and includes, but is not limited to, the following:

1. Accounting/bookkeeping services for Client carried out in a manner consistent with generally accepted accounting principles, using QuickBooks software and Client provided computer.
2. Specific services include bi-weekly payroll and payroll tax payments, cash receipts, weekly accounts payable, monthly accounts receivable and invoicing as needed, monthly reconciliation of bank accounts and credit card statement, general ledger review, journal entries as needed, for prepaid expenses and refundable deposits, monthly comparative financial statements for meetings and other reports as requested, periodic budget updates
3. Annual reporting requirements which include sales tax return, payroll tax returns, Forms W-2, Forms 1099, business license renewal, etc.
4. Work with CPAs to complete annual tax return and financial audit.
5. Miscellaneous related services including wage verifications and garnishments; general liability, D&O and workers comp insurance renewals, attend monthly Finance Meeting, etc.
6. Maintain employee files and payroll records in locked file cabinet.

AGREEMENT

The Contractor will provide a monthly invoice to the Mendocino County Tourism Commission. Client will compensate the Contractor for the above services by paying a **\$500 monthly fee**. Invoice is due upon receipt.

In the event the Client fails to pay the Contractor in a timely manner, the Contractor may cease services without penalty until payment is received. Once payment for the period has been made in full, the Contractor will resume provisional services. Should a suspension of services occur, the complete payment will be necessary to resume services.



Account Authorization

The Contractor is authorized by the Client to assume the identity of the Client in all financial related interactions with government entities, vendors and customers.

Liability Waiver

If, at any time, the Client does not agree with the actions taken by the Contractor on its behalf, they must notify the Contractor in writing. If the Contractor receives such a communication, the Contractor will take appropriate actions and steps within (5) business days.

If the communications by the Contractor result in an extreme degradation of either one of the Client's reputations, this may result in the immediate termination of the contract agreement. The notice of termination must be completed in writing and signed by the Client under the contract.

Confidentiality

The existence, nature, terms and conditions of this Agreement are strictly confidential and shall not be disclosed by the Contractor in any manner or form, directly or indirectly, to any person or entity under any circumstances.

Further, the Contractor shall not discuss, comment upon, disparage, or disclose any confidential or proprietary information, in any manner or form, directly or indirectly, to any person or entity, about:

- the Client;
- Client's officers, directors, shareholders, agents, other employees, or other representatives;
- any aspect of Client's business or operations; and
- any aspect of Contractor's agreement with the Client.

The Contractor shall not assist, or cooperate with, any other person or entity in committing any act which, if committed by the Contractor, would constitute a violation of this section.

Any violation of this section shall be deemed a material breach of this agreement by the Contractor and will result in the immediate termination of the agreement.

Amendments & Addendums

This contract is to be considered complete and final. In the event mutually agreed upon amendments and addendums are needed to be added to the existing contract, they will be done so in writing and signed by all parties involved in a separate document.

TERMS

The Contractor will render services to the Client July 1, 2017 through June 30, 2018 with the option to extend the contract into the next fiscal year, by written notice thirty (30) days prior to the end of the contract term to the other party.



Once the contract term has transpired, either party may opt to conclude the agreement without penalty. Otherwise, the two parties may extend the existing agreement in thirty (30) day increments or propose a new extended contract.

Should the Client choose to terminate the contract without cause prior to the end of the term, the Client must present the Contractor with a thirty (30) day written notice of termination.

Daphne Haney, Bookkeeper
P.O. Box 456, Mendocino, Ca 95460
(707) 964-6447

Date

MCTC Executive Director

Date

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