



ACCOUNTING-BOOKKEEPING
AGREEMENT

638 Princess Avenue
Brandon, Manitoba
R7A 0P3

This AGREEMENT is made and entered into on _____, 2017 by and between the Brandon and Area Planning District (“BAPD”), with a street address of 638 Princess Avenue, Brandon, Manitoba R7A 0P3, and FIRM/INDIVIDUAL with offices located at _____, -XXXXXXXXXXXX, Manitoba POSTAL CODE.

WHEREAS, FIRM/INDIVIDUAL and BAPD have agreed to enter into this Agreement whereby FIRM/INDIVIDUAL will provide Accounting-Bookkeeping Services to BAPD;

WHEREAS, BAPD and FIRM/INDIVIDUAL agree that FIRM/INDIVIDUAL will provide ongoing Accounting-Bookkeeping Services to the BAPD, BAPD will pay FIRM/INDIVIDUAL at an annual rate of \$0000000000 as outlined in the scope of work below:

NOW, THEREFORE, in consideration for 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) Contract Term

This Agreement shall become effective as of the date shown above and shall continue in effect for a period of two (2) years unless sooner terminated. Either party may terminate this Agreement on the giving of thirty (30) days’ written notice to the other. During the 30 day termination period projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.

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; email notification, providing that such notice can be confirmed as being received; or by Certified Mail, Return Receipt Requested, as follows:

To: FIRM/INDIVIDUAL

To: Brandon & Area Planning District, Attention: Executive Director, 638 Princess Avenue, Brandon, Manitoba R7A 0P3. Executive Director Email Address: m.biles@brandon.ca

2) Scope of Work:

Required services to be completed are outlined in the Request for Proposal document. Any changes will be mutually agreed upon and confirmed in writing between the parties.

3) Compensation Structure:

On-going Accounting-Bookkeeping Services: FIRM/INDIVIDUAL annual rate, paid monthly, based upon FIRM/INDIVIDUAL's invoices.

4) Sources of Information Available to FIRM/INDIVIDUAL

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

5) Confidentiality

FIRM/INDIVIDUAL agrees to hold information received from BAPD, or otherwise made available to FIRM/INDIVIDUAL with the permission of BAPD, in confidence and not to show or disclose it to any third party, including to any third party for FIRM/INDIVIDUAL marketing purposes. FIRM/INDIVIDUAL agrees to hold its conclusion and information in its reports to BAPD in confidence and not to show or disclose such information or reports to any third party, including to any third party for FIRM/INDIVIDUAL marketing purposes. FIRM/INDIVIDUAL shall use all reasonable means to safeguard the confidentiality of such information.

6) Location of Workspace

All services provided by FIRM/INDIVIDUAL will be performed at the BAPD Executive Director's office located at 638 Princess Avenue, Brandon, Manitoba.

7) Travel Expenses

Travel expenses are not applicable under this agreement.

8) Printing Expenses

All printing/photocopying associated with this work will be done at the BAPD Executive Director's office, as well as approved systems therein, located at 638 Princess Avenue, Brandon, Manitoba.

9) Severability

If any provision in this Agreement is not essential to its basic purposes, 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 the

particular circumstances, this Agreement shall nevertheless remain in full force and effect in all other circumstances.

10) Benefit

This Agreement shall be binding upon the parties hereto, the successors, assignee, heirs, trustees, and personal representatives of BAPD and FIRM/INDIVIDUAL.

11) 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.

12) 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 the 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.

Brandon & Area Planning District

FIRM/INDIVIDUAL

By: _____

By: _____

By: _____

By: _____