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Vista IFS — Bookkeeping & Payroll Division

LETTER OF ENGAGEMENT — MONTHLY BOOKKEEPING & PAYROLL SERVICES

This Letter of Engagement (“Agreement”) sets out the terms under which **Vista IFS — Bookkeeping & Payroll Division** (“VistaIFS,” “we,” or “our”) will provide bookkeeping and related services to the undersigned **Client** (“Client,” “you,” or “your”).

CLIENT INFORMATION

Legal Business Name: _____

Doing Business As (DBA): _____

Primary Contact Name & Title: _____

Email (for billing & communication): _____

Business Address: _____

Effective Date of Engagement: ____ / ____ / ____

1. SCOPE OF SERVICES

VistaIFS will provide monthly bookkeeping services, and optional payroll services, according to the package you select during onboarding and as confirmed in writing. Our services are designed for small businesses and nonprofits that want clean, organized books, clear monthly reports, and a predictable subscription model instead of hourly billing.

1.1 Monthly Bookkeeping Packages

Bronze — Starter (Cash Basis)

- Typical profile: Up to ~200 transactions per month; 1 bank + 1 credit card
- Price: **\$149/month (prepaid)**
- Scope (summary):
 - Cash-basis bookkeeping
 - Monthly bank and card reconciliations
 - Basic profit & loss and balance sheet
 - Email support for basic questions

Silver — Standard (Accrual Basis)

- Typical profile: Up to ~700 transactions per month; up to 5 accounts
- Price: **\$499/month (prepaid)**
- Scope (summary):
 - Accrual-basis bookkeeping
 - Monthly reconciliations on up to 5 accounts
 - Adjusting journal entries (accruals/deferrals)
 - Basic AR/AP categorization
 - Standard monthly financial reports

Gold — Advanced or Nonprofit

- Typical profile: Up to ~1,500 transactions per month; unlimited accounts
- Price: **\$999/month (prepaid)**
- Scope (summary):

- Full accrual bookkeeping
- Unlimited bank/credit accounts
- Management-style reporting (e.g., departments, classes, projects)
- Support for simple inventory or fund/nonprofit reporting
- More hands-on collaboration and review

Package notes:

Final scope and pricing are confirmed in your onboarding documents and any written addenda. If your volume, complexity, or requested services materially exceed the package parameters, VistaIFS may recommend moving to a higher tier or adding a custom scope-of-work addendum.

1.2 Payroll Add-On (Optional)

If selected, VistaIFS will assist with payroll setup and processing using **QuickBooks Payroll** and/or another approved payroll platform.

Payroll services may include:

- Initial payroll setup and mapping
- New-hire setup within the payroll system
- Pay run preparation and basic review
- Configuration of standard deductions and garnishments
- Coordination with your payroll tax filing platform

Payroll is billed as a separate prepaid subscription, generally ranging from **\$99–\$199/month** depending on:

- Number of employees
- Pay frequency
- Complexity (multi-state, garnishments, benefits, etc.)

Final payroll pricing will always be confirmed in writing before payroll services begin.

1.3 Services Not Included

Unless explicitly stated in a separate signed addendum, this Agreement **does not** include:

- Income tax return preparation
- Sales or use tax filings
- Legal advice or representation
- Audit, review, or compilation engagements
- Complex forensic or investigative accounting
- Representation before any tax authority

VistalFS may refer you to a CPA, EA, or attorney if those services are required.

2. TERM, BILLING & SUBSCRIPTION MODEL

This Agreement begins on the **Effective Date** above and continues on a **month-to-month subscription basis** until terminated under Section 8.

VistalFS operates on a **prepaid subscription model**:

- Services for each monthly billing cycle are **billed in advance**
- Once a cycle has begun and work has commenced, fees for that cycle are **non-refundable**, as described in the Subscription Billing & Refund Policy

2.1 Billing Date & Mid-Month Starts

- Your recurring billing date will usually be the same calendar day on which your **first successful subscription payment** is processed (for example, the 10th of each month).

- If you begin services mid-month, the **full monthly subscription fee applies** for that initial cycle. VistaIFS does **not** prorate monthly packages.

This structure supports predictable cash flow and the fixed-fee nature of the work.

2.2 Payment Methods

VistaIFS uses secure, third-party processors for all ACH and card payments:

- **Primary:** QuickBooks Payments (Intuit)
- **Secondary (if QuickBooks Payments is unavailable):** Stripe or another comparable processor

You will receive a **secure payment link and/or invoice** via email where you can enter your card or bank information **directly on the processor's PCI-compliant site**.

VistaIFS does **not** store your full card or bank account numbers on its own systems.

2.3 Autopay & Grace Period

- You may authorize **automatic recurring payments** via ACH or card.
- If a renewal payment fails, VistaIFS provides a **3-day grace period** to correct the issue.
- If payment is not received by the end of the grace period, services may be **suspended** until the account is brought current.

3. SUBSCRIPTION BILLING & REFUND POLICY

VistaIFS' **Subscription Billing & Refund Policy** is incorporated into this Agreement by reference and governs:

- Refunds
- Cancellations
- Billing disputes

In summary:

- Monthly subscription fees are **billed in advance**
- Once a monthly cycle has begun and work has commenced, fees for that cycle are **generally non-refundable**

The full policy is available as:

- The **Refund Policy** page on the VistaIFS website, and
- The attached PDF: "**VistaIFS Subscription Billing & Refund Policy**"

If there is any inconsistency between this Agreement and the standalone Refund Policy, the **standalone policy controls**.

4. CLIENT RESPONSIBILITIES

To enable accurate and timely work, you agree to:

- Provide accurate and complete business, banking, and financial information
- Maintain your own **QuickBooks Online** subscription (or comparable software) in good standing
- Invite VistaIFS as an **accountant/firm user** in QuickBooks and relevant systems
- Upload requested documents using VistaIFS' **secure upload portal** or another secure method designated by VistaIFS (avoiding email for highly sensitive files where possible)
- Review reports and communications in a timely manner and raise questions promptly

5. VISTAIFS RESPONSIBILITIES

VistaIFS will:

- Perform services with reasonable professional care and in accordance with small-business bookkeeping standards
 - Maintain the confidentiality of your information as outlined in Section 6
 - Make reasonable efforts to meet mutually agreed timelines, assuming timely cooperation from you
 - Provide clear monthly reports appropriate to the selected package
 - Inform you if your needs appear to have outgrown your current package or if we cannot reasonably fulfill a requested service under this Agreement
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6. CONFIDENTIALITY & DATA SECURITY

VistalFS will not disclose your confidential information to third parties except:

1. As necessary to perform the services (for example, to Intuit, Stripe, or other processors)
2. As required by law, regulation, or court order
3. With your explicit consent

VistalFS uses reputable third-party platforms and reasonable administrative safeguards to protect your information. However, no system can guarantee absolute security. You are responsible for maintaining the security of your own user accounts, passwords, and devices.

7. RELIANCE ON INFORMATION & NO GUARANTEE OF OUTCOMES

VistalFS relies on the information you provide as **complete and accurate**. We do not audit or independently verify your records unless expressly engaged under a separate agreement.

Our work is intended to help you maintain organized books and gain financial clarity. VistalFS does **not** guarantee:

- Any specific tax outcome
 - Loan approval
 - Regulatory approval
 - Profit level or business performance
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8. TERMINATION

Either party may terminate this Agreement at any time, for any reason, by providing written notice (including email) to the primary contact emails on file.

- Termination does **not** entitle the Client to a refund of prepaid monthly fees for the current billing cycle once work has commenced, consistent with the Subscription Billing & Refund Policy.
 - If you terminate, VistalFS will, where reasonably practicable, complete work already in progress for the paid cycle and provide you with a final copy of key reports or guidance on retrieving your QuickBooks data.
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9. DISPUTES & GOVERNING LAW

You agree to notify VistalFS in writing of any billing or service concern within **30 days** of becoming aware of the issue so we can attempt to resolve it informally.

If a dispute cannot be resolved informally, the parties agree to consider **mediation** prior to pursuing other remedies.

This Agreement is governed by the **laws of the State of California**, without regard to conflict-of-law rules.

10. ENTIRE AGREEMENT & AMENDMENTS

This Agreement, together with:

- The **Subscription Billing & Refund Policy**, and
- Any signed addenda or scope-of-work documents

constitutes the **entire understanding** between you and VistaIFS for the services described here and supersedes all prior proposals, emails, and understandings.

Any changes to scope, pricing, or terms must be documented **in writing** (including email or e-signature platform) and accepted by both parties.

11. ACCEPTANCE & SIGNATURES

By signing below, the Client acknowledges that they have read, understood, and agree to be bound by this **Letter of Engagement** and the incorporated **Subscription Billing & Refund Policy**. The undersigned represents that they are authorized to enter into this Agreement on behalf of the Client entity.

For Client

Name: _____
Title: _____
Signature: _____
Date: ____ / ____ / ____

For Vista IFS — Bookkeeping & Payroll Division

Authorized Signer: _____
Title: _____
Signature: _____
Date: ____ / ____ / ____

If you have questions about this Agreement, please email **Support@VistaIFS.com** before signing.