



SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into between Knecht Business Solutions, LLC (“Contractor”) at 1801 S Gateway St, Middleton, WI 53562, and _____ (“Customer”) at _____, (individual “Party” or collectively the “Parties”). This Agreement is effective upon execution by all Parties (“the Effective Date”).

The Parties, intending to be legally bound, for good and valuable consideration, hereby agree to the following:

1. **Services and Expectations.** The Contractor will provide the Services set forth in Exhibit A
2. **Due Diligence.** The Contractor provides reasonable care and caution when giving professional advice, especially as required by law, to protect against incurring liability. The Contractor will:
 - a. book transactions in accordance with IRS guidelines
 - b. follow State and Federal payroll laws
 - c. seek outside, professional guidance when deemed necessary
3. **Fees.** The Customer will pay Contractor for services in accordance with the fee schedule set forth in Exhibit B.
4. **Interest.** In the event the Customer does not pay fees pursuant to Exhibit B, interest shall accrue on the outstanding balance at a rate of **twenty-four percent (24%) annually**.
5. **Late Fees.** In the event the Customer does not pay fees pursuant to Exhibit B, there shall be a one-time late fee in the amount of **thirty-five dollars (\$35.00)**.
6. **Termination.** This Agreement shall begin on _____ and shall end upon **30 days’ written notice by either party.**

Either party may terminate this agreement for good cause. Good cause is defined as a material breach of this Agreement by the other party. A Customer’s failure to pay any fees due and owing pursuant to Exhibit B within 60 days of due date shall constitute good cause for Contractor to terminate this Agreement. Before either Party may terminate this Agreement early for good cause, that Party must provide the other party written notice of the material breach and an opportunity to cure within 10 days. If the material breach is not cured within said time period, the Party may provide the other party notice that this Agreement is terminated immediately.

In the event Customer terminates this Agreement without **30 day notice**, the Contractor shall be entitled to the monthly average number of dollars the Customer has spent with Contractor since Effective Date.

7. **Confidentiality.** The Parties agree not to disclose rates, financial institutions, usernames, passwords, or any financials pertaining to either Party unless given specific permission to do so.
8. **Relationship of the Parties.** Neither party is an agent, employee, legal representative, partner or joint venturer of the other. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Contractor and Customer. Neither party has the power or authority to bind or commit the other.
9. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO FULFILL ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, ARISING FROM OR RELATED TO THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION EVEN IF THE PARTY WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES (Damages may not exceed the actual loss and are available only for loss which is proven by the aggrieved party, or where the amount of damages cannot be established with a sufficient degree of certainty, assessed by the court or tribunal).
10. **Authority.** The Parties represent and warrant that they are authorized to enter into this Agreement. The Parties represent and warrant that they have not assigned or otherwise transferred any claim or cause of action released by this Agreement and that no other person or entity has any interest in the matters released in this Agreement.
11. **Intellectual Property Rights.** The Parties agree that any intellectual property created by Contractor in the performance of this Agreement:
 - Is owned exclusively by Contractor, and Contractor has all rights to said intellectual property. The Customer has a limited license to use said intellectual property; said license is limited by the scope of services anticipated in Exhibit A.
 - Falls under the work for hire doctrine, and is owned exclusively by Customer. Contractor agrees to complete any documentation necessary to effectuate the same.
12. **Non-Disparagement.** The Parties agree not to disparage any of the other Parties, either directly or indirectly, to the maximum extent permitted by law. For purposes of this Agreement, “disparage” shall mean any negative statement, written or verbal, regarding the other Parties or their owners, officers, employees, agents, successors and assigns.

13. **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect.
14. **Governing Law & Venue.** This Agreement shall be governed by the laws of the State of Wisconsin and shall be venued in DANE county, Wisconsin.
15. **Entire Agreement & Incorporation.** This Agreement is the entire agreement between the parties, and each party acknowledges that no representations have been made or relied upon which are not specifically set forth in this Agreement. This Agreement includes by incorporation any Exhibits referenced in this Agreement. This Agreement supersedes any agreements to the contrary made previously.
16. **Modification.** No verbal agreement subsequent to the execution of this Agreement shall modify this Agreement. Any modification must be in writing and signed by all the Parties.
17. **Attorney Representation.** The Parties acknowledge and agree that they either had attorney representation with regards to this Agreement or acknowledge that they understood they had the right to attorney representation and hereby expressly waive that right. Each Party will bear its own costs, expenses and attorney's fees incurred with regards to the Parties' disputes and differences unless otherwise specified in paragraph two of this Agreement.
18. **No Implied Waiver.** No waiver by either Party of any rights under this Agreement will be effective unless such waiver is in a writing signed by the Party against whom enforcement is sought. No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power.
19. **Remedies Not Exclusive.** Any right or remedy of either Party set forth in this Agreement shall not be exclusive, and, in addition thereto, both parties shall have all rights and remedies under applicable law, including without limitation, equitable relief.
20. **Assignment.** Contractor may assign this Agreement, or any rights or obligations hereunder, to any third party with or without Customer's consent. The Customer may not assign this Agreement, or any rights or obligations hereunder, without the written consent of Contractor.
21. **Force Majeure.** The performance by either party of any covenant or obligation on its part to be performed under this Agreement shall be excused by floods, riots, fires, accidents, wars, embargoes, acts, injunctions, or restraints of government, or any other cause preventing such performance, beyond the affected party's reasonable control and which is not due to the affected party's fault or negligence ("Force Majeure Event"), provided that: a) the party whose performance

EXHIBIT A
DESCRIPTION OF SERVICES

- 1. Weekly/Bi-Weekly/Monthly Bookkeeping**
 - a. Accounts Receivable**
 - b. Accounts Payable**
 - c. Invoicing**
- 2. Payroll / W-2 / 1099 processing**
- 3. Job Costing**
- 4. Monthly Reconciliations**
- 5. Monthly Financial Reporting**
- 6. Monthly / Quarterly / Annual Sales Tax Filings**

EXPECTATIONS

- 1. Contractor requires access (usernames, passwords, security questions) to all online bank accounts related to the business. This includes, but is not limited to Checking, Savings, Money Market, Loans, Lines of Credit and Paypal.**
- 2. Contractor asks that you address any service or delivery concerns with your Contractor Representative.**
- 3. Customer can expect all reconciliations and reports (monthly and YTD P&L comparisons) by the 15th of each month, assuming Customer has acknowledged any questions the Contractor has asked. Other reports may be available upon request.**
- 4. Customer must provide payroll information to Contractor 4 days prior to pay day to avoid delayed payrolls.**

EXHIBIT B
DESCRIPTION OF FEES

The Customer will be invoiced monthly at the beginning of each month for services rendered the previous month. For example, services rendered in January will be invoiced at the beginning of February. Payment is due upon receipt. If payment is not received within 30 days, Contractor reserves the right to assess a finance charge of 2% per month or 24% per year.