MASTER SERVICES AGREEMENT

Sample document for training. All parties are fictional.

This Master Services Agreement (the "Agreement") is made on March 1, 2027 (the "Effective Date") between **Harborview Facilities Group LLC**, 410 Dockside Lane, Suite 200, Baltimore, MD 21201 (the "Client"), and **Northgate Bookkeeping Partners LLC**, 88 Linden Court, Lancaster, PA 17602 (the "Provider").

1. Services

The Provider will deliver monthly bookkeeping, accounts payable processing, payroll journal preparation and month-end close support for the Client, as described in Schedule A (the "Services"). The Provider will assign a named lead bookkeeper and a backup. The Client will give the Provider read access to its accounting system, bank feeds and payroll reports by the Effective Date.

The Services are limited to those listed in Schedule A. Tax preparation, audit support and financial statement audits are not included and, if requested, will be quoted separately in a signed written change order.

2. Term and Renewal

The initial term of this Agreement is twelve (12) months from the Effective Date (the "Initial Term"). **After the Initial Term, this Agreement renews automatically for successive twelve (12) month renewal terms unless either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.** Notice given fewer than ninety (90) days before the end of the term takes effect at the end of the following renewal term.

Renewal pricing: the Provider may increase the Monthly Fee by up to six percent (6%) at the start of each renewal term by giving the Client written notice at least one hundred twenty (120) days in advance.

3. Fees and Payment

The Client will pay a Monthly Fee of $3,850.00 for the Services, invoiced on the first business day of each month and due within fifteen (15) days of the invoice date. Fees for work outside Schedule A are billed at $95.00 per hour. Expenses over $100.00 require the Client's written approval.

Late payments accrue a late fee of one and one-half percent (1.5%) per month (18% per year) on the unpaid balance, compounded monthly, plus a flat $75.00 administrative charge for each invoice more than fifteen (15) days past due. The Provider may suspend the Services on five (5) days' written notice if an undisputed invoice remains unpaid for thirty (30) days.

4. Client Responsibilities

The Client will provide complete and timely records, including bank statements, receipts and payroll data, by the fifth (5th) business day of each month. The Provider is not responsible for delays or errors caused by late, missing or inaccurate Client records. The Client remains responsible for approving all payments and for the final review of every monthly close package.

The Client will designate one authorized contact who can approve entries and answer questions within two (2) business days.

5. Confidentiality and Data

Each party will keep the other's non-public information confidential and use it only to perform this Agreement. The Provider will store Client data only in systems with encryption at rest and will notify the Client within seventy-two (72) hours of discovering a confirmed breach affecting Client data.

On termination, the Provider will return or delete Client data within thirty (30) days on written request, except for copies it must keep by law.

6. Termination

Either party may terminate this Agreement for cause if the other party materially breaches it and fails to cure the breach within thirty (30) days after written notice. **The Client may also terminate for convenience at any time on sixty (60) days' written notice, but must then pay an early termination fee equal to fifty percent (50%) of the Monthly Fee for each month remaining in the then-current term.** The Provider may terminate for convenience on one hundred twenty (120) days' written notice with no fee.

Upon termination, the Client will pay all fees for Services performed through the termination date. Sections 3, 7, 8 and 9 survive termination.

7. Limitation of Liability

The Provider's total liability arising out of or relating to this Agreement, whether in contract, tort or otherwise, is limited to the fees the Client paid to the Provider in the three (3) months before the event giving rise to the claim. The Provider is not liable for indirect, incidental, special or consequential damages, including lost profits, penalties or interest assessed by any tax authority.

This cap does not apply to the Provider's gross negligence or willful misconduct. The Client's obligation to pay fees is not limited by this Section.

8. Indemnification

The Client will defend and indemnify the Provider against third-party claims arising from the Client's instructions, the accuracy of the records the Client supplies, or the Client's breach of this Agreement. The Provider will defend and indemnify the Client against third-party claims that the Services infringe a third party's intellectual property rights.

The indemnified party must give prompt written notice of a claim and reasonable cooperation. The indemnifying party controls the defense but may not settle a claim that admits fault for the other party without consent.

9. General Terms

This Agreement is governed by the laws of the State of Maryland, without regard to conflict of law rules. Any dispute will first go to good-faith negotiation for thirty (30) days, then to binding arbitration in Baltimore, Maryland. This Agreement, with Schedule A, is the entire agreement between the parties and may be changed only in a writing signed by both parties.

Neither party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all its assets. Notices must be in writing and sent to the addresses above.

SCHEDULE A - SERVICES AND FEES

Service	Frequency	Included
Bookkeeping and bank reconciliation	Monthly	Yes
Accounts payable processing (up to 60 bills)	Monthly	Yes
Payroll journal preparation	Per pay run	Yes
Month-end close package	Monthly	Yes
Sales tax filings	Quarterly	No - quoted separately

SIGNATURES

By signing below, each party agrees to this Agreement.

CLIENT: Harborview Facilities Group LLC

Signature: _____

Name: Dana Whitfield, Office Manager

Date: _____

PROVIDER: Northgate Bookkeeping Partners LLC

Signature: _____

Name: Priya Raman, Managing Partner

Date: _____