



Debits n' Credits, Inc.
Melinda J. Owens, CPA
716 N State Street
Greenfield, IN 46140
10142 Brooks School Rd,
Ste 198
Fishers, IN 46037
317.467.1017

ENGAGEMENT LETTER

October 8, 2018

Hancock County Tourism Commission "Client"
C/O George Langston
119 W. North Street
Greenfield, IN 46140

Dear George Langston:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will provide the following bookkeeping services for "Hancock County Tourism Commission":

1. Post transactions to the general ledger;
2. Reconcile all bank statements;
3. Compile and present via email a Profit and Loss to Client within 30 days of the end of the preceding month;

Our engagement is limited to a period of one year from the date of this agreement. This agreement will remain in effect uninterrupted until a new agreement can be signed on an annual basis unless written cancelation is received 30 days prior to the termination of this agreement. Our engagement is also limited to the accounting, payroll and tax services indicated above. All other services are subject to our rates indicated in a separate engagement letter(s). We will not audit or review your financial statements, or any other accounting documents and information you provide, in accordance with generally accepted auditing standards. Accordingly, we ask that you not in any manner refer to this as an audit or review. Nor will we otherwise verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot, therefore be relied upon to make disclosure of such matters. In addition, we will not make any verifications to the validity of your information to third parties (i.e. Assurance letters to Banking Institutions) either verbally or in written form. Our E&O carrier forbids us to

Initial Here _____



Debits n' Credits, Inc.
Melinda J. Owens, CPA
716 N State Street
Greenfield, IN 46140
10142 Brooks School Rd,
Ste 198
Fishers, IN 46037
317.467.1017

write or give verbal assurances for these types of requests to third parties. In addition, we will not provide third parties copies of your, proprietary information which includes but is not limited to your financials, tax return(s), or source document(s) information (unless otherwise agreed in advance solely for preparation of your return). We provide your documentation through the secure portal to provide this information at your own convenience.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Prior to preparation and execution of this engagement letter, we discussed with you the fact that we provide clients with levels of service higher than bookkeeping, such as compilation services, and tax resolution services. We explained to you the manner in which such levels of service differ from bookkeeping. We also explained to you that we do not provide clients with services specifically focused on identifying and addressing weaknesses in internal controls (internal control review), and on searching for the existence of fraud within your company (fraud audit). We also do not provide audit or review services with any of our engagements. We further explained the additional costs associated with such higher and different levels of service. After consideration of such services, you have informed us that you wish to retain us to perform only the bookkeeping, tax, and payroll services described in this letter.

If you have a financial interest in or signature authority over at least one financial account located outside of the United States and the aggregate value exceeds \$10,000, please note that there is a foreign reporting requirement to the United States to disclose this information. This reporting requirement due date has changed to April 15th from June 1st. There are large penalties imposed for not meeting this filing requirement. Debits n' Credits does not provide FBAR tax filings for any client under any circumstances. If Client requires FBAR filings; they will need to retain another professional for this type of tax filing.

Initial Here _____



Debits n' Credits, Inc.
Melinda J. Owens, CPA
716 N State Street
Greenfield, IN 46140
10142 Brooks School Rd,
Ste 198
Fishers, IN 46037
317.467.1017

In order for us to complete this engagement, and to do so efficiently, we require unrestricted access to the following documents and information concerning your company:

1. Copies of basic documents reflecting your financial transactions, including check stubs, summaries of cash receipts and sales (cash and charge), bank statements and canceled checks, listings of accounts receivable and accounts payable, and documentary support of property and equipment transactions-purchases, trades, sales, and other dispositions;
2. Client will provide to Debits n' Credits online access to all banking institutions including but not limited to Checking and Savings accounts, and/or credit card accounts, etc. In addition, Client will provide a letter to their banking institution giving Debits 'n Credits authority to change online banking passwords, request check images, request bank statements and any other non-financial/non-monetary authority. Debits n' Credits will not request signing authority unless the client requires us to pay their The Client's vendors;
3. Information concerning any mortgage or pledge of business assets on business debts, any personal guarantees or debt, leases, or other information that impacts or may impact the results of operations of the business;
4. Any other financial information necessary for purpose of reflection on your accounting records and trial balance;
5. Identification of all cash receipts as to source (i.e., loans, sales, etc.), and information concerning all transactions that are consummated with cash.
6. Signed W9 forms for all your vendors/subcontractors that are subject to receive 1099-misc forms in January. All W9s must be received on or before January 1st of each year.

Any failure to provide such documents and information, and to do so on a timely basis, will impede our services, and may require us to suspend our services or withdraw from the engagement. You agree to accept responsibility for any effect on your accounting records and financial statements of basic financial information or transaction documents not submitted to us for processing and entry, or losses that may result from their absence.

Prior to commencing our services for new clients, we require that you provide us with a startup fee in the amount of one month's engagement due at signing. The startup fee is nonrefundable and will be used to prepare our systems with your business information for bookkeeping, payroll or tax preparation. If this agreement is an annual continuation of services already in place; the startup fee is waived. Our fees will automatically be deducted via ACH monthly for the current month at the rate of \$1500 per year billed annually in November plus costs incurred for any miscellaneous expense items during the course of our engagement which includes but is not limited to mileage, meals, postage, and other expenses paid. Detail for any fees and expenses incurred will be

Initial Here _____



Debits n' Credits, Inc.
 Melinda J. Owens, CPA
 716 N State Street
 Greenfield, IN 46140
 10142 Brooks School Rd,
 Ste 198
 Fishers, IN 46037
 317.467.1017

provided with the monthly billing, and are payable upon receipt. Otherwise, a monthly invoice will not be provided unless requested in writing. Additional requests for expedited services could require an additional fee. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 18.0% per annum or \$10 per month whichever is higher. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. Withdrawing from the engagement does not relieve Client from current or past due balances on services already performed. Client reserves the right to terminate services with a 30-day written notice. However, if Client terminates services before the current or past due balances are paid in full; the current or past due balance(s) are due and payable immediately upon termination. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us through the date of termination.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. We will not send proprietary information through email. All information deemed proprietary will be uploaded to Client's individual portals. To reiterate, we will not send proprietary information through email or to third parties. All information deemed proprietary will be uploaded to Client's portal(s) or the client must pick up personally at our location(s).

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records. The balance of our engagement file, other than the compiled financial statement, which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

Initial Here _____



Debits n' Credits, Inc.
 Melinda J. Owens, CPA
 716 N State Street
 Greenfield, IN 46140
 10142 Brooks School Rd,
 Ste 198
 Fishers, IN 46037
 317.467.1017

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates then existing for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate or incomplete information that you provide to us during the course of this engagement, you agree to indemnify us, defend us, and hold us harmless as against such obligation.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Hancock County Indiana, by a mediation organization agreed upon by both parties, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Indiana law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the accrual of the cause of action, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the annual fee charged by us, and paid by you, for the services set forth in this engagement letter.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

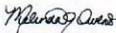
Thank you for your attention to this matter, and please contact me with any questions that you may have.

Initial Here _____



Debits n' Credits, Inc.
Melinda J. Owens, CPA
716 N State Street
Greenfield, IN 46140
10142 Brooks School Rd,
Ste 198
Fishers, IN 46037
317.467.1017

Very truly yours,

DocuSigned by:

72A7058B38C14F4...

Melinda J. Owens, CPA
President

ACCEPTED AND AGREED:

“Hancock County Tourism Commission”

By: Hancock County Tourism Commission
Its: George Langston

Date

Initial Here _____

Certificate Of Completion

Envelope Id: 0F6A4C1878D64FD1AF2AAEE589655848

Status: Delivered

Subject: Please DocuSign: Engagement Letter-Hancock County Tourism Commission.docx

Source Envelope:

Document Pages: 6

Signatures: 1

Certificate Pages: 1

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Melinda J. Owens

1547 S State St PMB 201

Greenfield, IN 46140

mowens@debitsncreditsinc.com

IP Address: 99.33.33.217

Record Tracking

Status: Original

10/8/2018 12:58:05 PM

Holder: Melinda J. Owens

mowens@debitsncreditsinc.com

Location: DocuSign

Signer Events

Melinda J. Owens

mowens@debitsncreditsinc.com

President

Greenfield Banking Copany

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Melinda J. Owens
72A7058B38C14F4...

Signature Adoption: Uploaded Signature Image
Using IP Address: 99.33.33.217

Timestamp

Sent: 10/8/2018 1:12:40 PM

Viewed: 10/8/2018 1:12:59 PM

Signed: 10/8/2018 1:13:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Hancock County Tourism Commission

glangston@visitinhancock.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 10/8/2018 1:13:21 PM

Resent: 10/11/2018 11:56:11 AM

Viewed: 10/12/2018 8:02:02 AM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/11/2018 11:56:11 AM
Certified Delivered	Security Checked	10/12/2018 8:02:02 AM
Payment Events	Status	Timestamps