

Matthew T. Moss, CPA
VA License
mmoss CPA@mossandriggs.com



Janet V. Riggs, CPA, MBA
VA and DE Licenses
jriggs CPA@mossandriggs.com

November 1, 2016

Mike D'Alessandro
Rotary Club of Williamsburg, Inc.
1211 Jamestown Road
Williamsburg, VA 23185

Dear Mike:

This letter is to confirm our understanding of the terms and objectives of our engagement with Rotary Club of Williamsburg, Inc. as well as the nature and limitations of the services we will provide.

Write-Up Services

Beginning with transactions occurring July 1, 2016 through the point at which either Rotary Club of Williamsburg, Inc. or Moss & Riggs, PLLC wishes to discontinue the relationship, we will perform the bookkeeping function of Rotary Club of Williamsburg, Inc. by recording all receipts and disbursements in QuickBooks and will provide a general ledger report to you. You agree to provide us with bank statements on a monthly basis so that we can perform our bookkeeping services.

We will record membership receivable invoices and cash receipts of those invoices and other receipts from Rotary Club of Williamsburg, Inc.'s membership information, events, and bank statements. We will write and record all disbursements and drafts from Rotary Club of Williamsburg, Inc.'s trade payable invoices, credit card statements, check stubs, and bank statements. Each month we will reconcile Rotary Club of Williamsburg, Inc.'s checking account with the bank statements for proper account balances. We will make correcting entries directly into QuickBooks and identify the specific source of each adjustment.

You agree to review disbursements on a monthly basis and to tell us of any changes necessary in the classification or distribution of the transactions. Unless you tell us of a change, we will assume that all transactions have been properly coded and have been posted to the correct accounts. These ledgers will then be used as appropriate in the preparation of financial statements.

This engagement does not include business management. If an amount appears unusual or out of the ordinary we will call it to your attention, but we do not take any responsibility in the discovery of any errors, irregularities, or fraud.

Prepared Financial Statements

We will prepare financial statements and reports from QuickBooks as formatted and required by Rotary Club of Williamsburg, Inc. Because we have not been engaged to provide and audit, review or compilation, no assurance on these statements will be provided. The statements will contain the following legend: "No Assurance is Provided".

Any additional accounting services will be outlined in a separate engagement letter and billed separately. This may include, but is not limited to, business or personal accounting write-up work, financial statement compilation or tax return preparation.

Fees

Our fee for these services will be based upon the amount of time required at standard billing rates plus out-of-pocket expenses. The fee is also dependent on the availability, quality, and completeness of your records. All invoices are due and payable upon receipt. There is a \$25.00 charge for checks returned for insufficient funds. Invoices unpaid after 30 days will incur a 1.5% per month (18% annually) service charge on the full balance each month that the balance remains unpaid. If we have not received payment within 30 days of our invoice, all work will be suspended until your account is brought current.

In accordance with our firm's current document retention policy, we will retain certain copies of records you have supplied to us, along with our work papers for your engagement, for a period of five years. All of your original records will be returned to you. After five years, our work papers and files will no longer be available. Although we take every precaution, physical deterioration or catastrophic events may shorten the time during which our records will be available. By your signature below, you acknowledge and agree that upon the expiration of the five year period Moss & Riggs, PLLC shall be free to destroy our records related to this engagement.

P-3

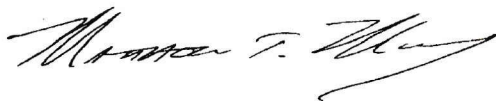
If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Rotary Club of Williamsburg, Inc. and Moss & Riggs, PLLC both agree that any dispute over fees charged by us will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to me. Also have all authorized check signers sign in the space provided. Thank you for this opportunity to serve you.

Sincerely,

Moss & Riggs, PLLC



Rotary Club of Williamsburg, Inc.
November 1, 2016
Page 3 of 3

Matthew T. Moss, CPA
Member Manager

Client Signature 

Title Treasurer Date 11/1/16