PAYMENT TERMS & COLLECTIONS POLICY

JR Shelton Bookkeeping & Consulting Services, LLC
Jennifer Shelton, JM, MBA
13875 Carlow Park Drive
Riverview, Florida 33579
813-510-5416
Info@jrshelton.com

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This Payment Terms & Collections Policy ("Policy") governs all services provided by JR Shelton Bookkeeping & Consulting Services, LLC ("Company") and is incorporated by reference into all Engagement Letters, service agreements, invoices, proposals, and payment arrangements.

The Client acknowledges and agrees that this Payment Terms & Collections Policy is incorporated by reference into all Engagement Letters, service agreements, proposals, invoices, and services provided by JR Shelton Bookkeeping & Consulting Services, LLC.

The Client's agreement to this Policy may be established through any or all of the following independent actions:
• execution of an Engagement Letter or service agreement;
• acceptance of services from the Company;
• requesting services to be performed;
• providing information, documents, records, access credentials, or other materials necessary for the Company to perform services; or
• allowing the Company to begin or continue work on the Client's behalf.

The Client agrees that any of the above actions constitutes acknowledgment and acceptance of this Policy and the Client shall be bound by its terms whether or not a separate signature is obtained.

1. INVOICE TERMS

1.1 Due Date

All invoices are due upon receipt unless otherwise agreed in writing. As a courtesy, clients are provided a seven (7) calendar day grace period from the invoice date to submit payment before the invoice is considered past due.

If payment is not received within seven (7) calendar days of the invoice date, the invoice will be considered overdue and may be subject to interest charges, service suspension, or collection procedures in accordance with this Policy.

1.2 Delinquency

Any invoice unpaid thirty (30) days after the invoice date is deemed delinquent without further notice.

1.3 No Offset

Client shall not withhold, offset, reduce, or condition payment for any reason, including disputes, dissatisfaction, pending refunds, third-party delays, or tax authority processing times.

2. INTEREST ON DELINQUENT BALANCES

Beginning thirty (30) days after the invoice date, any unpaid balance shall accrue interest at a rate of **1.5% per month (18% annually)** or the maximum rate permitted by law, whichever is lower.

Interest accrues monthly until paid in full.

The parties acknowledge this rate reflects a reasonable estimate of the Company's cost of carrying delinquent accounts and is not intended as a penalty.

3. ADMINISTRATIVE RECOVERY CHARGE

If an account becomes delinquent and requires internal collection efforts, escalation review, or enforcement action, Client agrees to pay an **Administrative Recovery Charge equal to $250 or ten percent (10%) of the outstanding balance, whichever is greater.**

The parties acknowledge:

- Actual internal collection costs are difficult to determine with precision.
- This amount represents a reasonable pre-estimate of administrative costs.
- The charge is compensatory in nature and not a penalty.

Along with the remedies listed in section 9, this charge is in addition to interest, collection agency fees, attorney fees, and court costs.

4. SUSPENSION & WITHHOLDING RIGHTS

Upon delinquency, the Company may immediately and without additional notice:

- Suspend services
- Withhold completed work product pending payment
- Refuse electronic filing submissions
- Withhold financial statements

- Withhold bookkeeping records and reports
- Decline future services

The Company has no obligation to continue services while any balance remains delinquent.

4.1 Work Product Withholding

Until all outstanding balances are paid in full, the Company may withhold delivery, transmission, filing, or release of any work product created in connection with the Services.

This includes, but is not limited to, tax returns, electronic filings, financial statements, bookkeeping records, reports, documentation, website files, design assets, marketing materials, social media content, source files, administrative credentials, or other deliverables.

The Company has no obligation to release, transfer, or transmit any work product while an account remains delinquent.

4.2 Digital Asset Suspension

For website design, digital marketing, and social media services, the Company retains intellectual property rights and enforcement rights as outlined in the applicable Engagement Letter and related agreements.

If the Client removes the Company's access to website platforms, hosting platforms, advertising accounts, or social media accounts while payment obligations remain outstanding, such action shall not relieve the Client of payment obligations nor grant the Client any additional rights to the underlying design work.

Removal of the Company's administrative access shall not transfer ownership of the design work or waive the Company's intellectual property or enforcement rights.

Unauthorized use, modification, replication, or continued operation of any website, design, marketing asset, or digital work created by the Company while invoices remain unpaid constitutes unauthorized use of the Company's intellectual property.

In the event of such unauthorized use, the Company reserves the right to pursue all available legal remedies, including but not limited to injunctive relief, damages, recovery of outstanding balances, and recovery of all attorneys' fees, court costs, arbitration costs, and enforcement expenses permitted by law.

5. TAX RETURN FILING PROTECTION

The Company reserves the right to withhold electronic filing of any tax return until:

- All outstanding invoices are paid in full, or
- A written payment arrangement is executed and the required initial payment has cleared.

Submission of an e-file authorization does not obligate the Company to transmit the return if payment obligations have not been satisfied.

6. PAYMENT ARRANGEMENTS

Payment arrangements:

- Must be in writing
- Must be signed
- Must include a cleared initial payment

Payment plans may not exceed twelve (12) months.

Plans exceeding six (6) months require mandatory ACH authorization.

Default occurs if any payment is more than fifteen (15) days late.

Upon default:

- The entire remaining balance becomes immediately due
- The payment arrangement terminates automatically
- The account may be referred to collections without further notice

The Company reserves sole discretion to approve or deny payment arrangements.

7. Returned Payments and Chargebacks

If a payment is returned, reversed, or disputed through a chargeback, the Client remains responsible for the original balance, any bank or payment processor fees, and any administrative costs incurred by the Company.

The Company reserves the right to suspend services immediately upon notice of a chargeback or disputed payment.

8. COLLECTION REFERRAL

Accounts unpaid forty-five (45) days after the invoice date may be referred to a third-party collection agency or legal counsel without additional notice.

Referral does not waive interest, administrative recovery charges, or enforcement rights.

Client acknowledges referral may affect consumer or commercial credit reporting as permitted by law.

Client acknowledges that failure to make payment, dishonored payments, or any other fees owed, may be reported to consumer and commercial credit reporting agencies, as permitted by law. Client agrees to indemnify the Company from and against any resulting damages to Client that result from such reporting, including indemnification from the Company's related attorney fees and court costs.

9. COLLECTION COSTS & ATTORNEY FEES

If the Company refers an account for collection or initiates legal proceedings, Client agrees to pay:

- All collection agency fees, including contingency fees
- All reasonable attorney fees incurred by the Company, including for alternative dispute resolution proceedings, trial court costs, as well as appellate costs.
- Court costs
- Filing fees
- Service of process fees
- Garnishment costs
- Post-judgment enforcement costs
- Administrative enforcement expenses

These amounts are recoverable in addition to the principal balance, accrued interest, and Administrative Recovery Charge.

These costs apply when payment is made through the collection agency or legal process and may be superseded by alternative resolution terms as outlined in Section 10, Option 2.

10. COLLECTION PAYMENT OPTIONS

Once an account has been referred to a collection agency or legal representative, the Client may resolve the outstanding balance through one of the following payment options.

OPTION 1 – Payment Through Collection Agency

The Client may remit payment directly to the assigned collection agency or legal representative.

In such cases, the Client shall be responsible for:

- The outstanding principal balance
- Accrued interest

- The Administrative Recovery Charge of $250 or ten percent (10%) of the outstanding balance, whichever is greater
- Any additional collection agency fees, costs, or charges assessed by the agency

OPTION 2 – Direct Payment to JR Shelton Bookkeeping & Consulting Services, LLC

The Client must proactively contact the Company to request eligibility for direct payment under this option. Direct payment is not automatic, is not guaranteed, and will only be initiated by the Company upon review and written approval.

At the Company's sole discretion, the Client may be permitted to resolve the balance directly with the Company after referral to collections.

If the Company elects to accept direct payment, the Client shall be responsible for:

- The outstanding principal balance
- Accrued interest
- A collection resolution fee equal to fifteen percent (15%) of the total outstanding balance

This fifteen percent (15%) fee is assessed in lieu of the Administrative Recovery Charge described in Section 3.

10.1 Eligibility Limitation

Direct payment to the Company under Option 2 is only available within one hundred seventy-five (175) calendar days from the original invoice due date.

After this period:

- All payments must be made through the collection agency or legal representative
- Direct payment to the Company shall no longer be available

10.2 Conditions of Acceptance

The Company reserves the sole right to approve or deny direct payment after referral to collections.

The following conditions apply:

1. The Company is under no obligation to accept direct payment once an account has been referred

2. Approval of direct payment does not cancel or void the collection referral unless confirmed in writing
3. The account shall not be considered resolved until full payment has been received and cleared
4. The Company may coordinate with the collection agency or legal representative to confirm payoff status and release the account

11. PERSONAL GUARANTEE (BUSINESS CLIENTS)

If services are provided to a business entity, the individual signing the Engagement Letter personally guarantees payment of all amounts owed.

The Company may pursue collection against:

- The business entity
- The individual guarantor
- Or both jointly and severally

12. LITIGATION & VENUE

This Policy shall be governed by the laws of the State of Florida, without regard to its choice or conflict of law principles.

Venue for any enforcement action shall lie exclusively in Hillsborough County, Florida.

In any action to enforce payment obligations, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

13. NO WAIVER

Failure to enforce any provision immediately does not waive the Company's right to enforce it later. Past flexibility does not modify this Policy.

14. SEVERABILITY

If any provision is found unenforceable, the remainder of this Policy shall remain in full force and effect.

15. Notices

Any notice required or permitted under this Policy, including but not limited to notices regarding delinquency, suspension of services, collection referral, enforcement actions, or other matters related to payment obligations, may be delivered by any of the following methods:

- electronic mail (email)
- standard mail
- courier or delivery service

• invoicing platform notification

• client portal notification

• written correspondence

Notice shall be deemed effective on the date sent if delivered electronically, or on the date of mailing if sent by standard mail.

The Client is responsible for maintaining accurate and current contact information with the Company. Notices sent to the Client's last known email address, mailing address, or account contact information shall be deemed properly delivered.
Failure by the Client to receive a notice due to outdated contact information, spam filtering, or other electronic delivery issues shall not invalidate the effectiveness of the notice.

The Company is not required to provide notice prior to exercising any rights permitted under this Policy unless otherwise required by law.