# NON-PROFIT ACCOUNTING RETAINER AGREEMENT

This Non-Profit Accounting Retainer Agreement (the "Agreement") is entered into and made effective as of ____________________ (the "Effective Date"), by and between:

**The Client:** ________________________________________, a non-profit organization organized under the laws of the State of ____________________, with a principal place of business at ________________________________________ (hereinafter referred to as the "Organization"),

And

**The Professional:** ________________________________________, with a principal place of business at ________________________________________ (hereinafter referred to as the "Accountant").

## 1. RECITALS

WHEREAS, the Organization is a non-profit entity dedicated to public and charitable purposes and requires professional accounting and financial services to maintain compliance, transparency, and fiscal health; and

WHEREAS, the Accountant possesses the professional expertise, qualifications, and licenses required to perform accounting, bookkeeping, and tax services for non-profit entities; and

WHEREAS, the Organization desires to retain the Accountant, and the Accountant agrees to provide such professional accounting services on a retainer basis under the terms and conditions set forth herein.

## 2. SCOPE OF SERVICES

The Accountant shall provide the following professional accounting services to the Organization on an ongoing monthly basis:

a. Maintenance of general ledger and basic bookkeeping.

b. Reconciliation of bank and credit card accounts.

c. Preparation of monthly financial statements, including Statement of Financial Position, Statement of Activities, and Statement of Functional Expenses.

d. Assistance with budget preparation, grant reporting, and tracking of restricted versus unrestricted funds.

e. Preparation and filing of annual information returns, including Form 990, Form 990-EZ, or Form 990-N, and corresponding state filings.

f. Consultation and communication with the Organization's management and Board of Directors as reasonably requested.

## 3. RETAINER FEE AND PAYMENT TERMS

a. **Monthly Retainer:** The Organization agrees to pay the Accountant a recurring monthly retainer fee of $ ____________________ for the services outlined in Section 2 of this Agreement.

b. **Payment Due Date:** The monthly retainer shall be due and payable in advance on the ____________________ day of each calendar month.

c. **Additional Services:** Any services requested by the Organization that fall outside the Scope of Services defined in Section 2 shall be billed at an hourly rate of $____________________ per hour. The Accountant shall obtain prior written approval from the Organization before performing any out-of-scope services.

d. **Expenses:** The Organization shall reimburse the Accountant for reasonable out-of-pocket expenses directly related to the performance of services under this Agreement, provided that such expenses are pre-approved in writing.

## 4. TERM AND TERMINATION

a. **Term:** This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis until terminated by either party.

b. **Termination for Convenience:** Either party may terminate this Agreement at any time, with or without cause, by providing ____________________ days' prior written notice to the other party.

c. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within ____________________ days of receiving written notice of the breach.

d. **Final Payment:** Upon termination, the Accountant shall deliver all completed work-product and financial records to the Organization, and the Organization shall pay any outstanding fees for services rendered up to the date of termination.

## 5. CONFIDENTIALITY AND OWNERSHIP OF RECORDS

a. **Confidentiality:** The Accountant acknowledges that in the course of performing services, they will have access to confidential, proprietary, and sensitive information regarding the Organization's donors, finances, operations, and programs. The Accountant agrees to maintain strict confidentiality and shall not disclose such information to any third party without prior written consent, except as required by law.

b. **Ownership of Records:** All financial statements, ledgers, reports, and other documents prepared by the Accountant for the Organization under this Agreement shall be the sole and exclusive property of the Organization.

## 6. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of ____________________, without regard to its conflict of law principles. Any dispute arising under this Agreement shall be resolved through good faith negotiations, and if unresolved, shall be submitted to mediation or binding arbitration in the county of the Organization's principal office.

## 7. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings. This Agreement may be amended or modified only by a written instrument executed by both parties.

| For the Organization: | For the Accountant: |
| --- | --- |
| ________________________________________ | ________________________________________ |
| Authorized Signature | Accountant/Representative Signature |
| Print Name: ____________________ | Print Name: ____________________ |
| Title: ____________________ | Title: ____________________ |
| Date: ____________________ | Date: ____________________ |