

NON-PROFIT ACCOUNTING RETAINER AGREEMENT

This Non-Profit Accounting Retainer Agreement (the "Agreement") is entered into and made effective as of this _____ day of _____, 20____, by and between:

The Charity: _____, a non-profit organization with its principal place of business at _____ (hereinafter referred to as the "Organization"),

And

The Accountant: _____, with its principal place of business at _____ (hereinafter referred to as the "Service Provider").

1. RECITALS

WHEREAS, the Organization is a registered non-profit entity dedicated to charitable purposes; and

WHEREAS, the Organization requires professional accounting, bookkeeping, and financial advisory services to maintain its financial health, tax compliance, and transparency; and

WHEREAS, the Service Provider possesses the necessary qualifications, expertise, and licensing to perform such accounting services and has agreed to provide these services on a retainer basis under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

2. SCOPE OF SERVICES

The Service Provider agrees to perform the following accounting and financial services for the Organization on an ongoing monthly basis:

- a. Maintenance of general ledger and bookkeeping records.
- b. Monthly bank, credit card, and donor database reconciliations.
- c. Preparation of monthly, quarterly, and annual financial statements (including Statement of Financial Position, Statement of Activities, and Functional Expenses).
- d. Assistance with annual budget preparation and budget-to-actual variance analysis.
- e. Preparation and filing of annual tax returns and regulatory filings, including IRS Form 990 (if applicable) and state charitable solicitations registrations.
- f. Assistance and coordination with external auditors during annual financial audits.
- g. Other mutually agreed-upon financial advisory services as specified in writing.

3. RETAINER FEES AND PAYMENT TERMS

The Organization agrees to compensate the Service Provider for the services described herein as follows:

- a. **Monthly Retainer Fee:** The Organization shall pay the Service Provider a recurring monthly retainer fee of \$_____, due on or before the _____ day of each calendar month.
- b. **Included Hours:** The monthly retainer fee covers up to _____ hours of professional accounting services per month.
- c. **Additional Hours:** Any work exceeding the monthly allotted hours shall be billed at a rate of \$_____ per hour, subject to prior written approval from the Organization.
- d. **Expenses:** The Organization shall reimburse the Service Provider for pre-approved, reasonable out-of-pocket expenses incurred directly in connection with the performance of services.

4. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on _____, 20____, and shall continue on a month-to-month basis until terminated by either party.
- b. **Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing _____ days 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.

5. CONFIDENTIALITY AND DATA SECURITY

The Service Provider acknowledges that they will have access to confidential information of the Organization, including donor details, financial records, strategic plans, and proprietary systems. The Service Provider agrees to maintain strict confidentiality of all such information and shall not disclose, distribute, or use it for any purpose other than executing the services under this Agreement, during or after the term of this Agreement.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

The Service Provider is an independent contractor and not an employee, agent, partner, or joint venturer of the Organization. The Service Provider shall be solely responsible for all federal, state, and local taxes, insurance, and professional licensing associated with their business operations.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____. Any disputes arising from this Agreement shall first be addressed through good faith mediation before pursuing legal action.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral. Any modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Profit Accounting Retainer Agreement as of the date first written above.

FOR THE ORGANIZATION:

(Signature)

Name: _____

Title: _____

Date: _____

FOR THE SERVICE PROVIDER:

(Signature)

Name: _____

Title: _____

Date: _____