

# FORENSIC ACCOUNTING RETAINER AGREEMENT

This Retainer Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

**Client:**

Name/Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ | Email: \_\_\_\_\_

And

**Forensic Accountant:**

Name/Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ | Email: \_\_\_\_\_

## 1. SCOPE OF SERVICES

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The Client hereby retains the Forensic Accountant to perform professional forensic accounting, investigative, and/or litigation support services in connection with \_\_\_\_\_. The scope of services includes, but is not limited to:

1. Analysis of financial records, bank statements, tax returns, and general ledgers.
2. Identification of assets, tracing of funds, and reconstruction of financial transactions.
3. Preparation of written reports, exhibits, and summaries detailing findings.
4. Participation in meetings, depositions, hearings, and trial testimony as required.
5. Other related services as mutually agreed upon in writing.

## 2. RETAINER AND FEES

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As consideration for the services to be performed, the Client agrees to pay fees and expenses as follows:

1. **Retainer:** Upon execution of this Agreement, the Client shall pay an initial non-refundable retainer fee of \$ \_\_\_\_\_. The Forensic Accountant will hold this retainer in trust and apply it against the final invoice or as otherwise specified herein. The retainer must be replenished to its original amount if depleted below \$ \_\_\_\_\_.
2. **Hourly Rates:** Professional services will be billed on an hourly basis according to the following rate schedule:

Professional Title / Role	Hourly Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. **Out-of-Pocket Expenses:** The Client shall reimburse the Forensic Accountant for all reasonable out-of-pocket expenses incurred in connection with this engagement, including travel, lodging, mileage, printing, data hosting, and specialized software licenses.

## 3. BILLING AND PAYMENT

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Invoices will be rendered monthly for services performed and expenses incurred during the preceding month. Payment is due within \_\_\_\_\_ days of the invoice date. Outstanding balances past due shall accrue interest at a rate of \_\_\_\_\_ % per month, or

the maximum rate allowed by law, whichever is less. The Forensic Accountant reserves the right to suspend all services if any invoice remains unpaid after the due date.

#### **4. CLIENT COOPERATION AND INFORMATION**

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The Client agrees to provide the Forensic Accountant with timely access to all relevant financial records, documents, systems, and personnel necessary to perform the services. The Client represents that all information provided is accurate and complete to the best of their knowledge. The Forensic Accountant is not responsible for verifying the authenticity of documents provided, except as explicitly required by the scope of work.

#### **5. CONFIDENTIALITY**

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The Forensic Accountant agrees to maintain the strict confidentiality of all proprietary, financial, personal, and sensitive information obtained during this engagement. No such information shall be disclosed to third parties without the prior written consent of the Client, except as required by law, subpoena, or court order.

#### **6. WORK PRODUCT AND OWNERSHIP**

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All reports, analyses, spreadsheets, and workpapers prepared by the Forensic Accountant in connection with this engagement are and shall remain the intellectual property of the Forensic Accountant. Upon full payment of all fees and expenses, the Client is granted a non-exclusive license to use the final deliverables solely for the purposes for which they were prepared.

#### **7. TERM AND TERMINATION**

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This Agreement shall commence on the date first written above and shall continue until completion of the services, or until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, upon written notice of \_\_\_\_\_ days to the other party. Upon termination, the Client shall pay the Forensic Accountant for all services rendered and expenses incurred up to the date of termination.

#### **8. GOVERNING LAW AND JURISDICTION**

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This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in \_\_\_\_\_.

#### **9. ENTIRE AGREEMENT**

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This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, or written agreements. No amendment or modification to this Agreement shall be effective unless made in writing and signed by both parties.

#### **CLIENT**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **FORENSIC ACCOUNTANT**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

