

RETAINER AGREEMENT FOR NON-PROFIT ACCOUNTING SERVICES

This Retainer Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

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

and

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

1. SCOPE OF SERVICES

The Service Provider agrees to perform professional accounting, bookkeeping, and financial consulting services tailored to the needs of a non-profit organization. These services shall include, but are not limited to:

- a. Maintenance of general ledger and chart of accounts in compliance with GAAP for non-profit entities.
- b. Monthly bank, credit card, and investment account reconciliations.
- c. Preparation of monthly and quarterly financial statements (Statement of Financial Position, Statement of Activities, and Statement of Functional Expenses).
- d. Tracking, allocation, and reporting of restricted and unrestricted grants and contributions.
- e. Assistance with annual budget preparation and budget-to-actual variance analysis.
- f. Preparation of documentation and schedules for the annual audit and IRS Form 990 filing.

2. RETAINER AND COMPENSATION

In consideration for the services outlined in Section 1, the Client agrees to pay the Service Provider as follows:

- a. **Monthly Retainer Fee:** The Client shall pay a flat monthly retainer fee of \$ _____, due on the _____ day of each calendar month.
- b. **Excess Hours:** Should the required work in any given month exceed _____ hours, the Service Provider shall bill the Client at an hourly rate of \$ _____ per hour for any additional approved hours.
- c. **Expenses:** The Client shall reimburse the Service Provider for pre-approved, out-of-pocket expenses incurred directly in connection with the performance of services.

3. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days' prior written notice to the other party. Upon termination, the Service Provider shall be compensated for all services rendered up to the effective date of termination.

4. CLIENT COOPERATION AND DATA ACCESS

The Client agrees to provide timely access to all financial records, bank statements, donor databases, invoice details, and any other documentation necessary for the Service Provider to perform the agreed-upon services. The Service Provider shall not be responsible for delays or errors resulting from incomplete or late information provided by the Client.

5. CONFIDENTIALITY

The Service Provider agrees to hold all proprietary information, donor lists, financial transactions, and organizational strategies of the Client in strict confidence. The Service Provider shall not disclose, copy, or distribute any confidential information to third parties without the prior written consent of the Client, except as required by law.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship of the Service Provider to the Client is that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship, or agency between the parties.

7. GOVERNING LAW AND JURISDICTION

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 legal actions or proceedings arising under this Agreement shall be brought exclusively in the courts of _____ County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

For the Client:

Representative Signature

Print Name / Title

Date

For the Service Provider:

Provider Signature

Print Name / Title

Date