ACCOUNTING RETAINER AGREEMENT

Non-Profit Services

This Accounting 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 holding IRC tax-exempt status, with its principal place of business at ____ (hereinafter referred to as the "Organization"),

and

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

Collectively, the Organization and the Accountant may be referred to as the "Parties."

WHEREAS, the Organization operates as a non-profit entity and requires professional accounting, bookkeeping, and financial advisory services tailored to non-profit regulatory compliance; and

WHEREAS, the Accountant is qualified, licensed (where applicable), and possesses the requisite expertise in non-profit accounting standards, including GAAP and IRS requirements; and

WHEREAS, the Organization desires to retain the Accountant, and the Accountant agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Scope of Services.** The Accountant agrees to provide the following professional accounting and financial services to the Organization (the "Services"):
   a. Monthly general ledger maintenance and reconciliation of bank and credit card accounts.
   b. Preparation of monthly, quarterly, and annual financial statements, including Statements of Financial Position, Activities, and Functional Expenses.
   c. Assistance with annual budget development, grant tracking, and compliance reporting.
   d. Preparation of information required for the annual IRS Form 990 filing and applicable state charity registrations.
   e. Periodic consultation with management and the Board of Directors regarding financial status and internal controls.

2. **Retainer and Compensation.**
   a. **Retainer Fee:** The Organization shall pay the Accountant a monthly retainer fee of $____________. This fee is due and payable in advance on the ______ day of each calendar month.
   b. **Additional Services:** Services requested by the Organization outside the Scope of Services defined in Section 1 shall be billed at an hourly rate of $__________ per hour, subject to prior written approval by the Organization.
   c. **Payment Terms:** All invoices for additional services or approved expenses shall be paid within ______ days of the invoice date.

3. **Term and Termination.**
   a. **Term:** This Agreement shall commence on the Effective Date and shall continue on a ______________ basis unless terminated in accordance with this Section.
   b. **Termination for Convenience:** Either party may terminate this Agreement without cause upon ______ 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 receipt of written notice.

4. **Access to Records and Cooperation.** The Organization agrees to provide the Accountant with timely access to all financial records, bank statements, receipts, board meeting minutes, and other documentation necessary to perform the Services. The Accountant is not responsible for delays caused by the Organization's failure to provide accurate or timely information.
5. **Confidentiality and Compliance.**
   a. The Accountant acknowledges that during the course of this Agreement, they may have access to confidential donor, employee, volunteer, or operational information. The Accountant agrees to maintain strict confidentiality and shall not disclose such information to any third party without prior written consent.

   b. The Accountant shall perform all services in compliance with federal, state, and local laws, as well as accounting standards applicable to 501(c)(3) organizations.

6. **Independent Contractor Status.** The Accountant is an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee, partnership, or joint venture relationship between the parties.
7. **Limitation of Liability.** Except in cases of willful misconduct or gross negligence, the Accountant's liability under this Agreement shall be limited to the total amount of retainer fees paid by the Organization to the Accountant during the ______ months preceding the event giving rise to liability.
8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of ____________________, without regard to its conflict of law principles.
9. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, oral or written. Any amendments 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 Effective Date written above.

For the Organization:	**For the Accountant:**
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Printed Name	Printed Name
______________________________	______________________________
Title	Title
______________________________	______________________________
Date	Date