

ACCOUNTING CONSULTING AGREEMENT

(WITH RETAINER)

This **Accounting Consulting Agreement (with retainer)** (“**Agreement**”) is made this ___ Day of _____ 20 ___ by and between _____, with a mailing address of _____ (“**Accountant**”), and _____, with a mailing address of _____, (“**Client**”), together known as “**Parties.**”

- I. **Purpose of Agreement.** Accountant agrees to provide accounting and bookkeeping services to Client as described in Exhibit A attached hereto

- II. **Term.** This Agreement shall commence upon the Effective Date, as stated above, or on the ___ of _____ 20 ___ and will continue until ___ of _____ 20 ___ unless terminated.
- III. **Payment.** In consideration for the services rendered by Consultant, Client shall pay Consultant [amount in dollars] per hour for all services rendered, which shall be billed monthly based on actual hours worked. The parties may agree in writing to change the compensation provided for herein.
- IV. **Retainer.** Client shall pay a retainer fee of [amount in dollars] to Accountant on a:
(select one)
 - weekly basis
 - monthly basis
 - yearly basis

The retainer fee shall be non-refundable and shall be applied toward the payment of fees for services rendered.

- V. **Expenses.** Client shall reimburse Accountant for all reasonable and necessary expenses incurred by Accountant in connection with the performance of services under this Agreement, including, but not limited to, travel and lodging expenses.
- VI. **Work Ownership.** Under the terms of this Agreement, the Accountant will create the Work Product, including documents, presentations, reports, and the like, either physically or electronically. Ownership of all Work Products shall be vested in the Client. At the termination of this Agreement, the Accountant will turn over all Work Product without maintaining any rights over it.
- VII. **Relationship of Parties.** The parties acknowledge that the accountant is acting as an independent contractor and not an employee in performing the services required by this Agreement. By virtue of this Agreement, Client and Accountant do not have a partnership, joint venture, or other fiduciary relationship. Accountant does not have the legal right to sign any contracts for the Client.
- VIII. **Confidentiality.** Accountant acknowledges that during the course of rendering services under this Agreement, Accountant may obtain confidential information belonging to Client. Consultant agrees to keep such information confidential and to use such information only in connection with the performance of services under this Agreement. This proprietary information will not be used for the Accountant's personal benefit at any time. If either party terminates the Agreement early or by natural termination, the provisions of this section will remain in full force and effect.
- IX. **Statutory Audit.** For the duration of the Services and this Contract, the Accountant will keep thorough records of all transactions. For the time frame required by law, the Client and governmental organizations will have full access to the Accountant's records for inspection and audit.
- X. **Termination.** Either party may terminate this agreement at any time by providing the other party with written notice except in the case of the Accountant's breach of this Agreement, in the event the Accountant does not cure the breach within a reasonable period of time, the Client will be liable for payment for all Services rendered up to the date of termination.

At the earliest opportunity after termination, but in no event later than thirty (30) days later, the Accountant shall return all Client content, materials, and Work Product to the Client.

- XI. **Warranties.** Each Party declares that they have all necessary authority to enter into this Agreement. According to the International Ethics Standards Board for Accountants' guidelines, the Accountant agrees to provide accounting services in a

morally upright manner. The completion of all analyses, records, reports, and filings will be done in accordance with applicable local, state, and federal laws.

- XII. **Indemnification.** Accountant shall indemnify, defend, and hold harmless Client, its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, or expenses arising out of or in connection with the performance of services under this Agreement
- XIII. **Limitation of Liability.** In no event shall Accountant be liable to the Client for any indirect, incidental, special, or consequential damages arising out of or in connection with the performance of services under this Agreement.
- XIV. **Severability.** A provision of this Agreement which is deemed invalid or unenforceable, in whole or in part, will be severed from the remainder of the Agreement, and all other provisions will remain in full force and effect.
- XV. **Waiver.** If either Party fails to exercise a right, power, or privilege granted by the terms of this Agreement, that failure will not be interpreted as a waiver of that right, power, or privilege or the exercise of any other rights, powers, or privileges in the future.
- XVI. **Dispute Resolution.** Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. In the event that a dispute is resolved through litigation, the winning party will be entitled to reimbursement for its legal costs, including but not limited to attorneys' fees.
- XVII. **Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
- XVIII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the [state].
- XIX. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, between the parties with respect to such subject matter.

Signature Section

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Accountant Name: _____

Client Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____