**ACCOUNTING CONTRACT**

This Accounting Contract (“Contract”) is made and entered into on **[DATE]** by and between, **[ACCOUNTANT NAME]** (“Accountant”), duly licensed in the State of **[STATE OF LICENSE]** as a certified public accountant, and having a principal place of business at **[ACCOUNTANT BUSINESS ADDRESS]**, and **[CLIENT NAME]** (“Client”), having a principal place of business at **[CLIENT ADDRESS]**.

In consideration of the mutual promises contained in this Contract, the contracting parties agree as follows:

1. **Contract Term.** This Contract shall become effective on **[CONTRACT START DATE]** (“Effective Date”). It shall remain in effect until the services required hereunder have been completed satisfactorily by Accountant unless sooner terminated in writing to Client by Accountant. In no event shall the term of this Contract exceed 12 months beyond the Effective Date without the consent of the Accountant or the execution of a new Contract.
2. **Accounting Services.** Under the terms and conditions stated in this Contract, Accountant agrees to perform the following specific accounting services for Client:

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1. **Fees for Services.** In consideration of the services to be performed by the Accountant, the Client agrees to compensate the Accountant for the services rendered as provided in the estimate prepared by the Account and attached as “Schedule A”. Client agrees and understands that Schedule A reflects an estimate based upon standard fees for services, however in the event that the Accounting Services to be performed require additional time or resources, Client agrees to pay Accountant **[HOURLY RATE]** above the provided estimate. Accountant shall notify Client as soon as possible in the event that Account Services will exceed the provided estimate.
2. **Client’s Cooperation.** The Accountant is hereby authorized to communicate with the Client’s custodian regarding the Client’s account and other relevant financial data. The Client takes sole responsibility for the acts or omissions of its custodian and will have by the effective date of this Contract instructed its custodian, and will instruct any future custodian of the Client to provide the Accountant with custodian’s reports and other information of the Client that the Accountant requires to perform its Services. The Client will provide the Accountant with true and complete information necessary for the Accountant to perform its services. The timely performance of the Services will depend on the timely receipt of complete Client data.
3. **Mutual Representations.**
	1. **Representations by the Client**: The Client represents and warrants that:
		1. it will comply with applicable law in its use of the Services;
		2. execution, delivery, and performance of this Contract has been duly authorized and shall not conflict with any obligation of the Client, whether arising by contract, operation of law, or otherwise;
		3. this Contract constitutes a valid, binding obligation of the Accountant; and
		4. the Client has all rights necessary and power necessary to appoint the Accountant as its accounting agent.
	2. **Representations by the Accountant**: The Accountant represents and warrants that:
		1. it will comply with applicable law in its performance of the Services;
		2. execution, delivery, and performance of this Contract have been duly authorized and shall not conflict with nature of the Client’s business, whether arising by contract, operation of law, or otherwise;
		3. this Contract constitutes a valid, binding obligation of the Accountant; and
		4. the Accountant has all rights, active licenses and authority necessary to provide the Services contemplated herein.
4. **Confidentiality.** Any confidential information (including all technology, processes, trade secrets, contracts, proprietary information; the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential) exchanged between the Accountant and the Client in connection with the performance of the Services shall be held by the Accountant in trust for the benefit of the Client only, and the Accountant will not divulge or authorize anyone to divulge during the term of this Contract, or any period thereafter, any information or knowledge acquired in the course of its performance.
5. **Termination.** This Contract may be terminated as follows:
	1. This Contract may be terminated by either party by giving 30 days advance written notice to the other party.
	2. Either party has the right to terminate this Contract where the other party becomes insolvent, fails to pay its bills when due, goes out of business, or there is a death of a party.
	3. If either party breaches any provision of this Contract and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this Contract by giving written notice thereof to the party in breach, which termination shall go into effect immediately upon receipt.
6. **Notices.** Any notices to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, email or facsimile. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph.
7. **Miscellaneous.**
	1. **Governing Law:** This Contract shall be construed under and in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	2. **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.
	3. **Indemnity.** The parties each agree to indemnify and hold harmless the other party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Contract by the indemnifying party, its respective successors and assigns that occurs in connection with this Contract. This section remains in full force and effect even after termination of the Contract by its natural termination or the early termination by either party
	4. **Severability:** If one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
	5. **Prior Contracts Superseded:** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.
	6. **Entire Agreement:** This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this instrument shall be of no force or effect except any amendment by the parties by a written agreement.
	7. **Attorneys’ Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled.

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| **CLIENT:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****[Client Name]****[Client Address]****[Client Address]****[Client Phone]****[Client Email]** | **ACCOUNTANT:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****[Accountant Name]****[Accountant Address]****[Accountant Address]****[Accountant Phone]****[Accountant Email]** |

**SCHEDULE “A”**

**ESTIMATE FOR ACCOUNTING SERVICES TO BE PERFORMED**