

Accountant Contract

This Agreement ("Agreement") is made and entered into as of _____ by and between;

Client

Accountant

WHEREAS, the Client and the Accountant ("Parties") agree to the following terms and conditions for the Accountant's services, as an independent contractor, in exchange for the fees;

1. Services

The Accountant agrees to provide the following services ("Services");

- Accounts Payable
- Accounts Receivable
- Audit Work
- Bank Renonciliation
- Bill Payment
- Budget Preparation
- Customized Reports
- Detailed General Ledgers
- Financial Statements
- General Bookkeeping
- Payroll/Check Registers
- Tax Filing(s)

The Accountant shall conduct the Services within the specifications and guidelines set by the Client. The Accountant shall, at all times, observe and comply with generally accepted accounting and bookkeeping practices and standards while complying with all applicable Federal and State laws, regulations, and procedures when completing their Services in accordance with this Agreement.

2. Fees

The Client agrees to pay Accountant the following fees for the Services provided;

A flat fee of \$ _____

Hourly rate of \$ _____

Other _____

The Client acknowledges and agrees that any additional work or services requested by the Client outside of the scope of this Agreement will be subject to additional fees, which will be mutually agreed upon by the Parties. Any expenses incurred by the Accountant in connection with the provision of Services under this Agreement will be the responsibility of the Client and will be billed to the Client in addition to the fees above mentioned. These expenses include but are not limited to travel expenses, audit fees, tax fees and postage. The Client agrees to pay all applicable taxes, duties, and other government charges imposed on the Services provided under this Agreement.

The Accountant may adjust its fees at any time by providing the Client with written notice of such adjustment at least 30 days prior to the effective date of the adjustment.

The Client agrees to pay any reasonable attorneys' fees, court costs, or other expenses incurred by the Accountant in connection with the collection of any fees or expenses due under this Agreement.

3. Billing

The Accountant will invoice the Client monthly for the Services rendered under this Agreement. Each invoice will include an itemized statement of the services provided and the fees charged.

The Client agrees to pay all invoices within _____ days of the date of the invoice. Late payments may be subject to interest at a rate of _____ per month, or the maximum rate allowed by law, whichever is lower.

In the event that the Client disputes any portion of an invoice, Client agrees to notify the Accountant in writing within _____ days of receipt of the invoice. The Parties will work together in good faith to resolve the dispute.

The Client agrees to provide accurate and complete information to the Accountant in a timely manner in order to facilitate the provision of Services under this Agreement.

4. Late Payment

If the Client fails to make any payment when due under this Agreement, Accountant may charge interest on the overdue amount at a rate of _____ per month or the maximum rate allowed by law, whichever is lower.

In addition to any late payment interest due, if the Client fails to pay any invoice when due, the Accountant may, at its discretion, suspend or terminate the provision of Services until such payment is made in full.

5. Retainer

The Client agrees to pay the Accountant a retainer in the amount of _____ upon execution of this Agreement. The retainer will be applied towards payment of the fees due under this Agreement.

If the fees for Services rendered during any month are less than the amount of the retainer, the remaining balance will be credited towards future fees or refunded to the Client upon termination of this Agreement.

The retainer is non-refundable, except as otherwise provided in this Agreement.

6. Term

This Agreement shall commence on _____ and shall continue;

For _____

Until terminated by either Party

Until the completion of the Services

7. Termination

Either Party may terminate this Agreement at any time by giving written notice to the other party.

In addition to any other termination rights under this Agreement, either Party may terminate this Agreement immediately upon written notice to the other Party if the other party materially breaches any provision of this Agreement and fails to cure such breach within _____ days after receiving written notice of such breach.

In the event of termination, Client shall immediately pay all fees and expenses due and payable to Accountant up to and including the date of termination.

8. Client's Obligations

The Client shall provide the Accountant with all necessary access to the books, records, and other financial information that the Accountant requires to perform the services under this Agreement.

The Client shall timely provide the Accountant with all necessary documentation and information, including but not limited to financial statements, tax returns, and other financial records, required for the Accountant to perform the services under this Agreement.

The Client shall ensure that all information provided to the Accountant is true, accurate, and complete to the best of the Client's knowledge.

The Client shall promptly notify the Accountant of any changes to the Client's business or financial circumstances that may impact the Services being provided under this Agreement.

The Client shall cooperate fully with the Accountant in the performance of the Accountant's duties under this Agreement, including providing timely responses to requests for information or clarification.

9. Independent Contractor

The Accountant shall perform the services under this Agreement as an independent contractor and not as an employee, partner, or agent of the Client. The Accountant shall have no authority to act on behalf of or bind the Client in any way, and shall not hold itself out as having such authority.

The Client shall not withhold or deduct any federal, state, or local taxes from the compensation paid to the Accountant under this Agreement, unless required by law.

The Accountant shall be solely responsible for providing and maintaining its own equipment, supplies, and workspace necessary to perform the services under this Agreement. The Client shall not provide any benefits or compensation to the Accountant other than the fees and expenses specified in this Agreement.

10. Confidentiality

The Accountant acknowledges that in the course of performing services under this Agreement, it may have access to and become acquainted with confidential and proprietary information belonging to the Client. The term "confidential and proprietary information" means any and all information, whether written or oral, that is treated as confidential or proprietary by the Client or that is not generally known to the public, including but not limited to financial information, business plans, customer lists, trade secrets, and other information that the Client reasonably designates as confidential.

The Accountant agrees that it will not use, disclose, or reproduce any confidential and proprietary information of the Client, except as required to perform the services under this Agreement or as otherwise authorized in writing by the Client. The Accountant agrees to use the same degree of care and protection to prevent unauthorized disclosure, use, or publication of the confidential and proprietary information as it uses with its own confidential and proprietary information of a similar nature, but in no event less than a reasonable degree of care.

The obligations of confidentiality and nondisclosure under this Agreement shall survive the termination or expiration of this Agreement and shall remain in effect for a period of _____ from the date of termination or expiration. Upon termination or expiration of this Agreement, the Accountant shall promptly return to the Client or destroy, at the option of the Client, all confidential and proprietary information of the Client in its possession, custody, or control.

The Accountant acknowledges and agrees that any breach of this confidentiality clause would cause irreparable harm to the Client and that the Client shall be entitled to seek injunctive relief and any other remedies available at law or in equity, without the requirement of posting a bond or other security.

11. Indemnification

The Accountant agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Accountant's breach of this Agreement, negligence, or willful misconduct in performing the services under this Agreement. The Accountant shall have no obligation to indemnify the Client for any claims, damages, liabilities, losses, costs, or expenses to the extent caused solely by the Client's own negligence or willful misconduct.

In the event of a claim or action against the Client, the Client shall promptly notify the Accountant in writing and provide the Accountant with reasonable assistance in defending against the claim or action. The Accountant shall have the right to control the defense of any claim or action for which it is obligated to indemnify the Client, provided that the Client shall have the right to participate in the defense at its own expense. This indemnification clause shall survive the termination or expiration of this Agreement and shall remain in effect indefinitely.

12. Limitation of Liability

The Parties agree that the liability of the Accountant for any and all claims, damages, liabilities, losses, costs, or expenses arising out of or in connection with the services provided under this Agreement shall be limited to the fees paid by the Client to the Accountant under this Agreement.

In no event shall the Accountant or the Client be liable for any indirect, special, incidental, or consequential damages, including without limitation, lost profits, lost revenue, or loss of use, arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if the Accountant or the Client has been advised of the possibility of such damages.

The Accountant and the Client shall have no liability for any claim, damages, liabilities, losses, costs, or expenses arising out of or in connection with any third-party claims or actions, except to the extent caused by the Accountant's or the Client's negligence or willful misconduct.

The limitations and exclusions of liability in this Agreement shall apply to the fullest extent permitted by applicable law, and shall survive the termination or expiration of this Agreement.

13. Default

In the event that either Party fails to perform or breaches any material term, covenant, or condition of this Agreement, and such failure or breach continues for a period of _____ days after written notice thereof from the non-breaching Party, then the non-breaching party shall have the right, but not the obligation, to terminate this Agreement immediately upon written notice to the breaching Party.

In addition to the right of termination, the non-breaching party shall have all other rights and remedies available at law or in equity, including the right to seek damages and injunctive relief.

The exercise of any right or remedy provided in this Agreement shall not limit or affect any other right or remedy available at law or in equity, nor shall it relieve the breaching party from any of its obligations under this Agreement.

14. Miscellaneous

Entire Agreement. This Agreement, together with any attachments or exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties, whether oral or written.

Amendment. This Agreement may be amended or modified only by a written instrument executed by both parties.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of _____.

Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Notices. Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight courier service.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Client's Signature

Accountant's Signature



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