**ACCOUNTING AGREEMENT**

Date: [DATE] (“Effective Date”)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  | | --- | | (Company Name) | | Address | | Address Line 2 | | City, ST Zip |   (“**Accountant**”) | |  | | --- | | (Company) Name | | Address | | Address Line 2 | | City, ST Zip |   (“**Client**”) |

This Accounting Agreement (“**Agreement**”) is made and entered into as of the Effective Date by and between Accountant duly licensed in the State of Illinois as a certified public accountant and Client.

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

1. **Scope.** Under the terms and conditions stated in this Agreement, Accountant agrees to perform the following specific accounting services for Client:

[Be Specific as to what is to be performed so that there are no questions about it later] (“**Accounting Services**”).

1. **Fees.** 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 Accountant, attached hereto 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 $125.00 per hour, billed in quarter hour increment, beyond 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 Agreement 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 Agreement has been duly authorized and shall not conflict with any obligation of the Client, whether arising by Agreement, operation of law, or otherwise;
      3. this Agreement constitutes a valid, binding obligation of the Accountant; and
      4. 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 Agreement have been duly authorized and shall not conflict with nature of the Client’s business, whether arising by Agreement, operation of law, or otherwise;
      3. this Agreement 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, Agreements, 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 Agreement, or any period thereafter, any information or knowledge acquired in the course of its performance.
5. **Term.** This Agreement shall become effective on the Effective Date. It shall remain in effect until the services required hereunder have been completed satisfactorily by Accountant unless sooner terminated in writing by either party.
6. **Termination.** This Agreement may be terminated as follows:
   1. This Agreement 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 Agreement 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 Agreement 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 Agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately upon receipt.
7. **Notices.** Any notices to be given under this Agreement by either party to the other may be affected 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 this Agreement, but each party may change the address by written notice in accordance with this paragraph.
8. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of Illinois, without giving effect to its principals of conflicts of law provisions.
9. **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.
10. **Indemnification.** 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 Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
11. **Severability.** If one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
12. **Attorneys’ Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled.
13. **Entire Agreement.** This Agreement, including the attached Schedule A, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. This Agreement 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 Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect except any amendment by the parties in a written agreement.

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

**SCHEDULE “A”**

**Service Pricing**

[Provide details of the Services and price of each service, then provide a total at the bottom.]