

Agreement to Retain the Services of an Accountant

This agreement dated _____(1)_____, is made By and Between _____(2)_____, whose address is _____(3)_____, referred to as "Client", AND _____(4)_____, whose address is _____(5)_____, referred to as "Accountant."

1. Parties to This Agreement. The Client, in order to properly conduct its business, employs the Accountant. The Accountant is duly licensed by the laws of this state and engaged in the business of providing independent accounting services and assistance to clients.
2. Services to be Provided. During the length of this contract, the Accountant shall serve the Client and perform any and all services in accounting and tax matters as the Client requires in connection with the Client's business including the preparation of accounting statements, tax reports and returns. The Accountant will also provide supervisory and advisory services to the Client when requested.
3. Payments to Accountant. The Client agrees to pay the Accountant for services at the following rates: (Discuss rate of compensation)
4. When Payments Are Due. The Accountant shall bill the Client on a regular basis for services rendered which bills will be due and payable upon receipt.
5. Term of Agreement. This agreement shall become effective _____(6)_____ and shall continue in effect until _____(7)_____ or until terminated in accordance with this agreement.
6. Termination of this Agreement. This agreement may be terminated by either party on fifteen (15) days notice to the other party. All such notices shall be by certified mail or delivered personally.
7. Entire Agreement. This contract expresses the entire agreement between the Client and the Accountant regarding this matter. This agreement can only be modified with another written agreement signed by both the Client and the Accountant. This agreement shall be binding upon both the Client and the Accountant and their respective heirs, legal representatives and successors in interest.
8. Legal Fees. If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.
9. Governing Law. This agreement shall be interpreted according to the laws of the State of _____(8)_____.

10. Independent Contractors. Both the Accountant and the Client agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Accountant is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Accountant.

11. Signatures. Both the Client and the Accountant have read and agreed to this agreement.

Witnessed or Attested by:

_____ (9) _____ (10) _____

"CLIENT"

_____ (9) _____ (11) _____

"ACCOUNTANT"