

Independent Contractor Agreement for Accountants & Bookkeepers

This Agreement is made between _____ ("Client"), with a principal place of business at _____, and _____ ("Contractor"), with a principal place of business at _____.

1. Services to Be Performed

[Choose Alternative A or B.]

☐ ALTERNATIVE A

Contractor agrees to perform the following services: _____

☐ ALTERNATIVE B

Contractor agrees to perform the services described in Exhibit A attached to this Agreement.

2. Payment

[Choose Alternative A or B and optional clause if desired.]

☐ ALTERNATIVE A

Client agrees to pay Contractor \$_____ for services performed under this Agreement according to the terms of payment set forth below.

OR:

☐ ALTERNATIVE B

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the rate of \$_____ per unit of time for the services performed under this Agreement according to the terms of payment set forth below.

[Optional: Check and complete if applicable.]

☐ Unless otherwise agreed upon in writing by Client, Client's maximum liability for all services performed during the term of this Agreement will not exceed \$_____. *[End option.]*

3. Terms of Payment

[Choose Alternative A, B, or C.]

☐ ALTERNATIVE A

Upon completion of Contractor's services under this Agreement, Contractor will submit an invoice. Client will pay Contractor the amount due within _____ days after receiving Contractor's invoice.

☐ ALTERNATIVE B

Contractor will be paid a fee of \$_____, upon the signing of this Agreement. The remainder of the compensation due under this Agreement will be payable upon completion of Contractor's services under this Agreement and submission of an invoice. Client will pay Contractor the remainder of the compensation within _____ days after receiving Contractor's invoice.

☐ ALTERNATIVE C

Contractor will invoice Client on a monthly basis for all work performed during the preceding invoice period. Invoices will be submitted on Contractor's letterhead specifying an invoice number, the dates covered in the invoice, the fees expended, and the work performed (in summary). Client will pay Contractor the amount due within _____ days after receiving Contractor's invoice.

4. Expenses

Client will reimburse Contractor for the following expenses that are directly attributable to work performed under this Agreement:

- travel expenses other than normal commuting, including airfare, rental vehicles, and highway mileage in company or personal vehicles at \$_____ per mile
- telephone, fax, and online charges
- postage and courier services
- printing and reproduction
- computer services, and

- other expenses resulting from the work performed under this Agreement.

Contractor will submit an itemized statement of Contractor's expenses. Client will pay Contractor within 30 days after receipt of each statement.

5. Materials

Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

6. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or will be deemed, Client's employees. In its capacity as an Independent Contractor, Contractor agrees and represents, and Client agrees, as follows:

[Check all that apply.]

- ☐ [Contractor has the right to perform services for others during the term of this Agreement.
- ☐ [Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- ☐ [Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- ☐ [Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- ☐ [The services required by this Agreement will be performed by Contractor or Contractor's employees or contract personnel, and Client will not hire, supervise, or pay any assistants to help Contractor.
- ☐ [Neither Contractor nor Contractor's employees or contract personnel will receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- ☐ [Neither Contractor nor Contractor's employees or contract personnel will be required

by Client to devote full time to the performance of the services required by this Agreement.

7. Business Permits, Certificates, and Licenses

Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services performed under this Agreement.

8. Professional Obligations

Contractor will perform all services under this Agreement in accordance with generally accepted accounting practices and principles. This Agreement is subject to the laws, rules, and regulations governing the accounting profession imposed by government authorities or professional associations of which Contractor is a member.

9. Insurance

Client will not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor will maintain and hold Client harmless from commercial general liability insurance policy providing combined single limits of not less than \$_____ per occurrence and \$_____ annual aggregate. Before commencing any work, Contractor will provide Client with proof of this insurance and proof that Client has been made an additional insured under the policy.

Contractor will indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

[Optional: Check and complete if applicable.]

☐ Contractor will maintain an errors and omissions insurance policy providing for coverage of at least \$_____ for each occurrence. Before commencing any work, Contractor will provide Client with proof of this insurance. *[End option.]*

10. Term of Agreement

This Agreement will become effective on the date both parties sign the Agreement and will terminate on the earliest of:

- The date Contractor completes the services required by this Agreement

- , or
- the date a party terminates the Agreement as provided below.

11. Terminating the Agreement

[Choose Alternative A or B.]

☐ **ALTERNATIVE A**

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

☐ **ALTERNATIVE B**

Either party may terminate this Agreement any time by giving days' written notice to the other party of the intent to terminate.

12. Exclusive Agreement

This Agreement (including any attached exhibits) is the entire Agreement between Contractor and Client.

13. Resolving Disputes

[Choose Alternative A, B, or C and any desired optional clauses.]

☐ **ALTERNATIVE A**

If a dispute arises under this Agreement, any party may take the matter to court.

[Optional: Check if applicable.]

☐ If any court action is necessary to enforce this Agreement, the prevailing party will be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled.

[End option.]

[] ALTERNATIVE B

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in ____*[List city or county where mediation will occur]*____. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

[Optional: Check if applicable.]

[] If any court action is necessary to enforce this Agreement, the prevailing party will be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled. *[End option.]*

[] ALTERNATIVE C

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in ____*[List city or county where mediation will occur]*____. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in ____*[List city or county where arbitration will occur]*____. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Fees of arbitration, including attorney fees, will be allocated by the arbitrator.

14. Applicable Law

This Agreement will be governed by the laws of the state of _____.

15. Notices

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to

- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail or the recipient delivers a written confirmation of receipt.

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

17. Assignment and Delegation (Optional)

ALTERNATIVE A

☐ Either Contractor or Client may assign rights and may delegate duties under this Agreement.

ALTERNATIVE 8

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

Read Optical View

Significance

Chen, J., & Boudreau, J.





Typed or Printed Name: _____

Signature _____

Typed or Printed Name: _____

Title: _____

Employee ID Number: _____

Date: _____

NOLO