

**EMPLOYMENT OF ACCOUNTANT
CONTRACT TO PERFORM ANNUAL FINANCIAL REPORT**

THIS AGREEMENT is made the _____ day of _____, 20____ by and between

(Name of Lodge) Lodge # _____ of the Benevolent and Protective Order
(Lodge No.)
of Elks, a/an _____ non-profit Corporation, herein referred to as "Lodge," whose address
(State)
is _____
(Street or P.O. Box No., Town, State and Zip Code)
and _____, whose address
(Name of Accounting Firm)
is _____ herein referred to as "Accountant."
(Street or P.O. Box No., Town, State and Zip Code)

— ARTICLE I —

STATUS OF THE PARTIES

Lodge is a non-profit corporation, with principal offices in the city of _____, State of _____, and is a Local Lodge of the Benevolent and Protective Order of Elks of the United States of America.

— ARTICLE II —

EMPLOYMENT OF ACCOUNTANT

Lodge agrees to hire and retain Accountant in his capacity as Accountant agrees to such employment on the terms and conditions herein set forth.

— ARTICLE III —

DUTIES OF ACCOUNTANT

It shall be the duty of Accountant to prepare the annual financial report of the business affairs of Lodge for the Lodge year _____ - _____, in full compliance with Section 13.040 of the Statutes of the Benevolent and Protective Order of Elks. Lodge promises to furnish Accountant with a copy of this Statute and Accountant agrees to perform his services in accordance with the requirements of said Statute including, but not limited to, completion of all standard financial report forms furnished by the Grand Lodge to Lodge.

Accountant also agrees to complete all necessary annual tax returns required by Federal, State and local agencies (if any), in a timely manner, and have the financial report delivered to Lodge by June 15, _____. If any extensions for filing are necessary, Accountant shall make the necessary requests to I.R.S., State or local taxing agency.

— ARTICLE IV —
COMPENSATION OF ACCOUNTANT

Lodge agrees to pay Accountant for such services as herein set forth the sum of \$ _____, immediately upon completion of the annual financial report and filing of the necessary tax returns as described herein. Lodge also agrees to pay any reasonable necessary other expenses incurred by Accountant, such as filing fees, in the billing by Accountant to Lodge, but in no way to exceed the sum of \$ _____ as additional expense.

— ARTICLE V —
EMPLOYMENT OF ACCOUNTANT

All records and papers (including but not limited to, books, records, papers and other documents that belong to Lodge) that Lodge delivers to Accountant with respect to Accountant's duties hereunder, shall remain the property of Lodge.

— ARTICLE VI —
CONFIDENTIALITY OF RECORDS AND PAPERS

Accountant agrees that he will not at any time allow anyone to examine, make copies of, take possession of, the records and papers described in ARTICLE V.

— ARTICLE VII —
RETURN OF RECORDS AND PAPERS TO LODGE

Accountant shall at once return to Lodge all the records and papers described in ARTICLE V upon the occurrence of:

1. Lodge's request that such records and papers be returned to it, or
2. Accountant's violation of any commitment under ARTICLE VI, or
3. A request by anyone (other than the Lodge) to examine, copy or take possession of any such records and papers, or
4. An attempt is made to serve upon the Accountant, whether successful or not, any judicial administrative order, subpoena or summons having the purpose of requiring the production of such records and papers.

— ARTICLE VIII —
EFFECTIVE DATE

This agreement becomes effective on the date designated herein above.

IN WITNESS WHEREOF, the parties have executed this agreement at _____
the day and year first above written. (Designate Place of Execution)

_____ Lodge # _____

(Accountant)

by _____
(Chairman of Board of Trustees)
