



[DATE]

Client Individual Name: _____
Client Business Name: _____
Client Business Address: _____
Client City, State and Zip: _____
Client Email Address: _____
Client Telephone: _____
Current Financial Institution(s) (checking/payroll):

Dear Client:

Armanino LLP (“**Armanino**,” “**we**” or “**us**”) is pleased to provide the services described below (collectively, the “**Services**”) to the above-named Client (“**Client**” or “**you**”). The Services are subject to the terms and conditions of this engagement letter and the Terms & Conditions for Professional Services, located at <https://www.armaninollp.com/professionalservices/> (together, this “**Agreement**”).

SCOPE OF WORK

The Services for this engagement shall include services in connection with Armanino’s Museums & Arts Financial Framework Toolkit (the “**Toolkit**”) as selected by Client and indicated by a check mark in the appropriate boxes:

- A. Financial model and related report production using Armanino’s Toolkit (“**Basic Financial Modeling Services**”).
- B. Strategic solutions and recommendations based on the financial model and related report production using Armanino’s Toolkit (“**Advanced Financial Modeling Services**”).

PRICES AND TERMS

Our price for the Services will be fixed in the following amounts based on the selected Services (“**Prices**”):

Basic Financial Modeling Services	\$1,000 annually
Advanced Financial Modeling Services	\$3,500 annually

Payment is due upon execution of this Agreement and prior to the commencement of the Services. Payment must be made by credit card and are non-refundable once paid.

Term

The initial term of this Agreement is one (1) year from the execution date by Client (“**Term**”). The Term of this Agreement will automatically renew for subsequent one (1) year periods if not terminated by Client or Armanino, in writing, at least 30 days before completion of the then-current term. The annual price for the renewal period will be invoiced at then-current rates, is due at the time of such renewal, and non-refundable once paid.



Project Change Requests

If you request that we provide services beyond those outlined in this Agreement, we may provide you with a Project Change Request outlining the scope of additional work, our prices, and anticipated timeline for those services. Although we strive to meet your needs, we reserve the right to decline a request for additional services that is outside the scope of services we provide, or our expertise, or for any other reason. Any such requests will be considered addenda to this Agreement. Additional retainer deposits may be required for such work, and additional/alternate staff may be assigned to you where appropriate as this engagement progresses.

MISCELLENOUS

Your use of the Toolkit is governed by the End User License Agreement (“EULA”), available at <https://www.armaninollp.com/terms/museums-arts-framework-toolkit-eula/> The term of the EULA (pursuant to Section 9 therein) shall coincide with the Term of this Agreement, and your license to use the Toolkit will terminate at the same time as the Services.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the terms applicable to the Services. If you have any questions, please let us know. If you agree with the terms of this Agreement, please sign and return it to us.

Sincerely,

Matthew Gard
Partner

THIS AGREEMENT, INCLUDING THE TERMS & CONDITIONS FOR PROFESSIONAL SERVICES, AVAILABLE AT <https://www.armaninollp.com/professionalservices/>, AND THE EULA, AVAILABLE AT <https://www.armaninollp.com/terms/museums-arts-framework-toolkit-eula/> IS HEREBY APPROVED AND ACCEPTED:

Name of Client: _____

Date: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A

DETAILED SCOPE OF WORK

Basic Financial Modeling Services

- Access to the Toolkit.
- Input your 2020-2021 budget into the Toolkit and create models showing how key financial metrics change through different scenarios by adjusting admissions/ticket sales, memberships, staffing levels, fundraising results, investment returns, endowment draw, operating expenses and more (the “**Models**”).
- Review of one (1) Model of your choosing with your designated representative, not to exceed a total of 3 hours annually.

Advanced Financial Modeling Services:

- Access to the Toolkit.
- Preparation of up to three (3) Models showing how key financial metrics change through different scenarios by adjusting admissions/ticket sales, memberships, staffing levels, fundraising results, investment returns, endowment draw, operating expenses and more.
- Review of up to three (3) Models of your choosing with your designated representative, not to exceed a total of 5 hours annually.
- Guidance, including strategic suggestions, from an Armanino museums & arts expert for discussions with your management, board of trustees, audit and finance committees, etc.

RESPONSIBILITIES

Services will be conducted remotely from Armanino offices or other off-site locations. Armanino is not responsible for, and will not verify, the information you provide under this Agreement. We will assume all information provided by you is accurate and complete and will not be responsible for any misstatements.

A successful working relationship requires a significant commitment on our part, as well as yours. You are responsible to be available during our ongoing work with you, provide timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services.

You understand and acknowledge that we will not provide you with any investment or legal advice in connection with the Services.

You acknowledge and agree that your management has the following overall responsibilities that are fundamental to our undertaking all Services:

1. The prevention and detection of fraud
2. To ensure your compliance with the laws and regulations applicable to you
3. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us related to the Services

4. To provide us with unrestricted access to persons within Client with whom we determine it necessary to communicate
5. The safekeeping of all of your business assets
6. Our recommendations are solely for your benefit, is limited to the described transactions, and may not be relied upon by any other person or entity.
7. The ultimate responsibility with respect to the appropriate application and interpretation of any oral or written communications rests with your management.