

PAYROLL SERVICE AGREEMENT

This Payroll Service Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Service Provider: _____, with a principal place of business at _____ (hereinafter "Provider"),

AND

Client: _____, with a principal place of business at _____ (hereinafter "Client").

1. Scope of Services

Provider agrees to perform the following payroll administration services for Client:

1. Calculation of gross wages, tax withholdings, and net pay for Client's employees.
2. Preparation and distribution of employee paychecks and/or direct deposits.
3. Filing of federal, state, and local payroll tax returns and timely deposit of required taxes.
4. Preparation of annual Form W-2 and Form 1099 statements.
5. Generation of standard payroll reports for each pay period.

2. Client Responsibilities

To enable Provider to perform the services, Client agrees to:

1. Provide accurate and timely payroll data, including hours worked, rate changes, and employee onboarding information, no later than _____ days prior to each scheduled pay date.
2. Ensure sufficient funds are available in Client's designated bank account to cover all payroll deposits, fees, and tax liabilities at least _____ days prior to the payroll date.
3. Review and notify Provider of any errors or discrepancies in payroll reports within _____ business days of receipt.

3. Fees and Payment Terms

In consideration for the services provided, Client shall pay Provider in accordance with the following terms:

1. Base fee per payroll cycle: \$ _____
2. Fee per employee/independent contractor per cycle: \$ _____
3. One-time setup fee: \$ _____
4. Additional charges for specialized reports or off-cycle processing will be billed at \$ _____ per hour.
5. All invoices are due and payable within _____ days of the invoice date. Late payments shall accrue interest at a rate of _____ % per month.

4. Term and Termination

This Agreement shall commence on the Effective Date and shall continue on a _____ basis. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days prior written notice to the other party.

5. Confidentiality and Security

Both parties agree to safeguard and maintain the confidentiality of all proprietary, financial, and personal employee information disclosed during the term of this Agreement. Provider shall implement reasonable administrative, technical, and physical safeguards to protect Client data from unauthorized access or disclosure.

6. Limitation of Liability

Provider shall not be liable for any penalties, interest, or damages resulting from inaccurate, incomplete, or late data provided by Client. In no event shall Provider's total liability under this Agreement exceed the total amount of service fees paid by Client during the _____ months preceding the claim.

7. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of laws principles.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, discussions, or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Payroll Service Agreement as of the Effective Date written above.

PROVIDER

CLIENT

Authorized Signature

Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____