

# CORPORATE PAYROLL RETAINER SERVICE AGREEMENT

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This Corporate Payroll Retainer 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 referred to as the "Administrator"),

AND

**Client:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Client").

## 1. Engagement and Scope of Services

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The Client hereby engages the Administrator, and the Administrator agrees to provide payroll administration services on a retainer basis. The scope of services shall include, but is not limited to, the following:

- Processing of regular, scheduled payroll for Client's employees and independent contractors.
- Calculation and withholding of applicable federal, state, and local taxes, as well as voluntary deductions.
- Preparation and filing of recurring payroll tax returns.
- Distribution of payments via direct deposit, physical checks, or other agreed-upon methods.
- Generation of payroll reports, year-end tax forms (including W-2s and 1099s), and related administrative documentation.

## 2. Retainer and Compensation

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In consideration for the services provided under this Agreement, the Client agrees to pay the Administrator in accordance with the following terms:

- Retainer Fee:** The Client shall pay a non-refundable monthly retainer fee of \$ \_\_\_\_\_, which is due and payable on or before the \_\_\_\_\_ day of each calendar month.
- Included Hours/Volume:** The monthly retainer covers up to \_\_\_\_\_ pay cycles or up to \_\_\_\_\_ active employees/payees per month.
- Additional Fees:** Any services exceeding the scope of the retainer shall be billed at an additional rate of \$ \_\_\_\_\_ per \_\_\_\_\_.
- Payment Schedule:** Payments shall be made via \_\_\_\_\_. Late payments shall incur interest at a rate of \_\_\_\_\_ % per month.

## 3. Term and Termination

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This Agreement shall commence on the Effective Date and shall continue on a \_\_\_\_\_ basis. Either party may terminate this Agreement by providing \_\_\_\_\_ days written notice to the other party. Upon termination, the Client shall remain liable for any unpaid fees for services rendered up to the date of termination.

## 4. Client Responsibilities and Accuracy of Information

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The Client shall timely provide all necessary data, records, and information required for the Administrator to perform

the payroll services. The Administrator shall not be held liable for any errors, penalties, or interest resulting from inaccurate, incomplete, or late information provided by the Client.

## 5. Confidentiality and Data Security

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The Administrator agrees to maintain the strict confidentiality of all payroll data, employee information, bank accounts, and corporate proprietary information obtained during the performance of services. Data security measures compliant with applicable industry standards shall be utilized to protect this information.

## 6. Limitation of Liability and Indemnification

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The Administrator's total liability under this Agreement for any cause of action shall be limited to the total amount of retainer fees paid by the Client to the Administrator during the \_\_\_\_\_ months preceding the claim. The Client agrees to indemnify and hold harmless the Administrator against any third-party claims arising from information provided by the Client.

## 7. Governing Law and Jurisdiction

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This Agreement shall be construed, interpreted, and governed by the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. Any legal action arising hereunder shall be filed in the courts of \_\_\_\_\_ County.

## 8. Entire Agreement

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

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

**CLIENT:**

**ADMINISTRATOR:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

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Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date