

PAYROLL SERVICES AGREEMENT

Professional Payroll Administration & Processing

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

Service Provider:

Company Name: _____

Address: _____

Representative: _____

Title: _____

Client:

Company Name: _____

Address: _____

Representative: _____

Title: _____

1. SCOPE OF SERVICES

The Service Provider agrees to perform professional payroll administration and processing services as detailed below:

- a. Processing of regular, overtime, and special payroll cycles based on data provided by the Client.
- b. Calculation and withholding of federal, state, and local taxes, as well as voluntary and involuntary deductions.
- c. Preparation and distribution of direct deposits and/or physical payroll checks.
- d. Filing of standard quarterly and annual federal, state, and local payroll tax returns.
- e. Generation and delivery of annual Form W-2 and Form 1099 statements.
- f. Provision of standard payroll reports following each processing cycle.

2. CLIENT OBLIGATIONS AND RESPONSIBILITIES

The Client shall be responsible for:

- a. Providing accurate, complete, and timely payroll data (including hours worked, rate changes, employee onboarding info, and terminations) according to the schedule established by the Service Provider.
- b. Maintaining sufficient funds in designated bank accounts to cover all payroll disbursements, tax liabilities, and processing fees.
- c. Reviewing all payroll reports and outputs for accuracy and notifying the Service Provider immediately of any identified discrepancies.

3. FEES AND PAYMENT TERMS

For the performance of the services outlined in this Agreement, the Client agrees to pay the Service Provider according to the following schedule:

- Base Processing Fee: _____ per _____
- Per Employee/Contractor Fee: _____ per payroll run
- Annual Tax Filing Fee: _____
- Additional/Ad-hoc Services Fee: _____

Payments shall be due within _____ days from the date of invoice. Late payments shall be subject to a finance charge 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 written notice to the other party. Upon termination, the Client shall pay for all services rendered up to the effective date of termination.

5. CONFIDENTIALITY AND DATA SECURITY

The Service Provider shall maintain strict confidentiality with respect to all proprietary business information and personally identifiable information (PII) of the Client and its employees. The Service Provider shall implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect such data from unauthorized access or disclosure.

6. LIMITATION OF LIABILITY

The Service Provider shall not be liable for any penalties, interest, or damages resulting from inaccurate, incomplete, or untimely data provided by the Client. The total liability of the Service Provider under this Agreement for any claim shall not exceed the total amount of fees paid by the Client to the Service Provider during the _____ months immediately preceding the event giving rise to the claim.

7. GOVERNING LAW

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

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

SERVICE PROVIDER:

CLIENT:

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____