

PAYROLL PROCESSING SERVICES AGREEMENT

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

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

AND

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

1. SCOPE OF SERVICES

The Provider agrees to perform the following payroll processing services for the Client:

1. Calculation of employee wages, salaries, taxes, and other withholdings.
2. Preparation and distribution of direct deposits and/or physical checks.
3. Filing of federal, state, and local payroll tax returns and timely deposits of tax liabilities.
4. Generation of standard payroll reports, including year-end W-2 and 1099 processing.
5. Other services as mutually agreed upon in writing: _____.

2. CLIENT RESPONSIBILITIES

1. The Client shall provide complete, accurate, and timely data necessary for the payroll run no later than _____ days prior to the designated pay date.
2. The Client is solely responsible for ensuring sufficient funds are available in the designated bank account to cover all payroll distributions and tax liabilities.

3. FEES AND PAYMENT TERMS

The Client agrees to pay the Provider for services rendered in accordance with the schedule below:

Service Description	Fee Structure / Frequency
Base Payroll Setup Fee	_____
Recurring Processing Fee (per pay cycle)	_____
Per Employee / Contractor Fee	_____
Year-end Tax Filing & W-2 Processing	_____

Invoices shall be paid within _____ days of the invoice date. Late payments may incur a penalty fee of _____.

4. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue on a _____ basis unless terminated by either party. Either party may terminate this Agreement by providing written notice at least _____ days prior to the desired termination date.

5. CONFIDENTIALITY AND DATA SECURITY

Both parties agree to hold all confidential information, including employee personally identifiable information (PII) and financial records, in strict confidence. The Provider shall implement and maintain appropriate administrative, physical, and technical safeguards to protect Client data.

6. LIMITATION OF LIABILITY

The Provider shall not be liable for any errors, fines, penalties, or interest resulting from inaccurate, incomplete, or late data provided by the Client, or due to insufficient funds in the Client's accounts. The Provider's liability under this Agreement shall be limited to the total fees paid by the Client to the Provider in the _____ months preceding the event giving rise to the claim.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Payroll Processing Services Agreement as of the date first written above.

FOR THE SERVICE PROVIDER:

FOR THE CLIENT:

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE