

RETAINER AGREEMENT

PAYROLL MANAGEMENT SERVICES

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

Client: _____

Address: _____

Contact: _____

And

Provider: _____

Address: _____

Contact: _____

Collectively referred to herein as the "Parties."

1. Engagement and Scope of Services

The Client hereby retains the Provider, and the Provider agrees to perform the following payroll administration and management services:

1. Processing of regular payroll cycles (salaried and hourly employees).
2. Calculation and withholding of federal, state, and local taxes.
3. Preparation and filing of quarterly and annual payroll tax returns.
4. Administration of direct deposits and issuance of physical checks if applicable.
5. Generation of payroll reports and year-end tax forms (W-2s, 1099s).
6. Other services as mutually agreed upon in writing:

2. Retainer Fee and Payment Terms

In consideration for the services outlined in Section 1, the Client agrees to pay the Provider as follows:

1. **Initial Retainer:** The Client shall pay a non-refundable retainer fee of \$_____ upon execution of this Agreement. This retainer shall be applied toward the initial services rendered.
2. **Monthly Service Fee:** The Client shall pay a monthly fee of \$_____, payable on or before the _____ day of each calendar month.
3. **Additional Fees:** Any services requested outside the scope of this Agreement will be billed at an hourly rate of \$_____ per hour or as otherwise agreed in writing.

3. Term and Termination

This Agreement shall commence on _____ and shall continue on a month-to-month basis until terminated. Either Party may terminate this Agreement at any time, with or without cause, by providing _____ days' prior written notice to the other Party. Upon termination, the Provider shall render a final invoice for any unpaid services performed up to the termination date, and the Client shall settle such invoice within _____ days of receipt.

4. Client Cooperation and Data Accuracy

The Client agrees to provide all necessary, accurate, and timely data (such as hours worked, employee onboarding documentation,

and rate changes) required for the Provider to perform the payroll services. The Provider shall not be held liable for payroll processing errors, tax penalties, or late fees resulting from inaccurate, incomplete, or late data provided by the Client.

5. Confidentiality and Data Security

Both Parties agree to maintain the absolute confidentiality of all proprietary and personal information obtained during the course of this engagement. The Provider agrees to implement industry-standard security measures to safeguard employee data and financial information.

6. 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.

7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions, negotiations, or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Retainer Agreement as of the date first written above.

CLIENT

PROVIDER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date