

PAYROLL ADMINISTRATION RETAINER AGREEMENT

PROFESSIONAL SERVICES CONTRACT

This Payroll Administration Retainer Agreement (hereinafter referred to as the "Agreement") is entered into and made effective as of _____, 20____, by and between:

PROVIDER:

With a principal place of business at:

CLIENT:

With a principal place of business at:

Collectively referred to herein as the "Parties" and individually as a "Party."

1. SCOPE OF SERVICES

The Provider agrees to perform professional payroll administration services for the Client, which shall include, but are not limited to, the following duties:

- a. Processing of regular payroll cycles for hourly, salaried, and contract personnel.
- b. Calculation of federal, state, and local tax withholdings, deductions, and voluntary contributions.
- c. Preparation and filing of quarterly and annual payroll tax returns.
- d. Issuance of annual tax statements, including W-2 and 1099 forms.
- e. Direct deposit administration and generation of digital or physical pay stub summaries.
- f. Maintenance of standard payroll registers, journals, and reconciliation reports.

2. RETAINER AND COMPENSATION

In consideration for the payroll administration services, the Client agrees to pay the Provider according to the following financial terms:

- a. **Retainer Fee:** The Client shall pay an initial non-refundable retainer fee of \$ _____ upon execution of this Agreement. This retainer shall secure the availability of the Provider and will be applied toward the first cycle of services.
- b. **Recurring Service Fee:** The Client shall pay a recurring fee of \$ _____ per _____ (e.g., month, bi-weekly period) for ongoing maintenance and standard processing volume.
- c. **Overage Fees:** Any volume exceeding _____ active personnel profiles per processing cycle shall be billed at a rate of \$ _____ per additional individual profile.
- d. **Invoicing and Payment:** Invoices will be issued on the _____ day of each period. All payments are due within _____ days of the invoice date. Late payments shall incur a fee of _____ % per month on outstanding balances.

3. CLIENT RESPONSIBILITIES AND INPUT DATA

The Client shall provide accurate, complete, and timely payroll inputs, including hours worked, rate changes, commission schedules, onboarding documentation, and termination notifications. All inputs must be submitted to the Provider no later than _____ business days prior to the scheduled pay date. The Provider shall not be held liable for errors, penalties, or delays

resulting from late, incomplete, or inaccurate information supplied by the Client.

4. TERM AND TERMINATION

This Agreement shall commence on the effective date and shall remain in effect on a _____ basis. Either Party may terminate this Agreement without cause by providing written notice of termination to the other Party at least _____ days prior to the proposed termination date. Upon termination, all outstanding fees for services performed up to the date of termination shall become immediately due and payable.

5. CONFIDENTIALITY AND DATA PROTECTION

The Provider acknowledges that during the course of performing services, they will have access to sensitive financial, corporate, and personally identifiable information (PII) of the Client and its personnel. The Provider agrees to maintain absolute confidentiality of all such data and shall implement appropriate administrative, physical, and technical safeguards to prevent unauthorized access, disclosure, or loss of confidential records.

6. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be construed, interpreted, and governed by the laws of the State/Jurisdiction of _____. Any dispute arising out of or relating to this Agreement that cannot be resolved amicably shall be submitted to binding arbitration in accordance with the rules of the local jurisdiction.

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

FOR THE PROVIDER:

FOR THE CLIENT:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date