

MANAGED PAYROLL SERVICES AGREEMENT

This Managed Payroll Services Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Service Provider: _____, with its principal place of business located at _____ ("Provider"),

AND

Client: _____, with its principal place of business located at _____ ("Client").

1. SCOPE OF SERVICES

The Provider shall perform the payroll processing and related services described below (collectively, the "Services"):

- Calculation of gross wages, tax withholdings, and net pay for Client's employees.
- Processing of direct deposits and generation of physical payroll checks.
- Preparation and filing of local, state, and federal payroll tax returns.
- Generation of year-end reporting documents, including Forms W-2 and 1099.
- Maintenance of payroll records and provision of standard payroll reports to Client.

2. CLIENT RESPONSIBILITIES

1. **Accuracy of Data:** Client shall provide all necessary, accurate, and complete payroll data, including hours worked, rate changes, employee onboarding/offboarding details, and tax withholding forms (e.g., W-4), to the Provider no later than _____ business days prior to the scheduled pay date.
2. **Funding:** Client shall ensure that sufficient funds are available in the designated bank account via ACH transfer or bank wire to cover total payroll amounts, tax liabilities, and processing fees at least _____ business days prior to the payroll distribution date.

3. FEES AND PAYMENT

In consideration for the Services rendered, Client agrees to pay Provider in accordance with the following terms:

- Base processing fee: \$ _____ per payroll run.
- Per-employee/per-check fee: \$ _____.
- Additional or annual tax filing fees: \$ _____.
- Invoices for Services rendered shall be generated _____ and are due and payable within _____ days from the invoice date.

4. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on the Effective Date and shall continue for an initial term of _____ months/year(s). After the initial term, this Agreement shall automatically renew for successive _____ periods unless terminated.
2. **Termination for Convenience:** Either party may terminate this Agreement by providing _____ days' written notice to the other party.
3. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within _____ days of receiving written notice of the breach.

5. CONFIDENTIALITY AND DATA SECURITY

Both parties agree to hold in strict confidence all personal and financial information of the other party and its employees. Provider shall implement and maintain commercially reasonable technical, administrative, and physical security measures designed to protect the integrity and security of all Client payroll data.

6. LIMITATION OF LIABILITY

Provider shall not be liable for any penalties, interest, or damages resulting from inaccurate or untimely data provided by the Client. Except in cases of gross negligence or willful misconduct, Provider's total liability under this Agreement shall be limited to the fees paid by Client to Provider during the _____ months immediately preceding the event giving rise to liability.

7. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have executed this Managed Payroll Services Agreement as of the Effective Date.

CLIENT

Authorized Signature

Printed Name

Title

Date

PROVIDER

Authorized Signature

Printed Name

Title

Date