

# PAYROLL ADMINISTRATION RETAINER AGREEMENT

This Payroll Administration Retainer Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Client:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

AND

**Service Provider:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

## 1. SCOPE OF SERVICES

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The Service Provider agrees to perform professional payroll administration services for the Client, which shall include the following responsibilities:

- a. Processing of regular employee and contractor payroll on a \_\_\_\_\_ schedule.
- b. Calculation and withholding of federal, state, and local taxes, as well as other authorized deductions.
- c. Preparation and filing of quarterly and annual payroll tax returns.
- d. Generation and distribution of year-end tax forms, including W-2s and 1099s.
- e. Maintenance of payroll records and provision of standard payroll reports to the Client.

## 2. RETAINER AND FEES

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- a. **Retainer Fee:** Upon execution of this Agreement, the Client shall pay a non-refundable retainer fee of \$\_\_\_\_\_ to the Service Provider. This retainer shall be applied toward future services as detailed herein.
- b. **Service Fee:** The Client agrees to pay the Service Provider a recurring fee of \$\_\_\_\_\_ per \_\_\_\_\_ for ongoing payroll administration.
- c. **Billing and Payment:** Invoices will be issued on the \_\_\_\_\_ day of each month. Payment is due within \_\_\_\_\_ days of the invoice date.

## 3. TERM AND TERMINATION

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- a. **Term:** This Agreement shall commence on the effective date and shall continue on a \_\_\_\_\_ basis until terminated.
- b. **Termination:** Either party may terminate this Agreement by providing \_\_\_\_\_ days written notice to the other party. Upon termination, any outstanding balances for services rendered shall become immediately due and payable.

## 4. CLIENT RESPONSIBILITIES

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The Client agrees to provide all necessary, accurate, and timely data required for the Service Provider to perform the payroll services. This includes, but is not limited to, employee hours, rate changes, tax withholding forms, and banking information. The Service Provider shall not be held liable for payroll errors resulting from inaccurate or delayed information provided by the Client.

## 5. CONFIDENTIALITY AND SECURITY

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The Service Provider shall maintain strict confidentiality regarding all Client and employee data, including proprietary business information, financial details, and personally identifiable information. Standard industry security measures will be implemented to

safeguard all records.

**6. GOVERNING LAW**

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

**7. ENTIRE AGREEMENT**

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This document constitutes the entire agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter.

**CLIENT**

**SERVICE PROVIDER**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_