

PAYROLL ADMINISTRATION SERVICES AGREEMENT

This Payroll Administration Services Agreement (the "Agreement") is entered into as of _____, 20_____, 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. ENGAGEMENT OF SERVICES

The Client hereby engages the Provider, and the Provider agrees to perform the payroll administration services specified in this Agreement and any attached schedules, in accordance with the terms and conditions set forth herein.

2. SCOPE OF SERVICES

The Provider shall perform the following payroll administration services:

1. Processing of regular and off-cycle payroll calculations for Client's employees.
2. Calculation of gross wages, withholdings, deductions, and net pay.
3. Administration of direct deposits and generation of physical checks, as applicable.
4. Filing of local, state, and federal payroll taxes on behalf of the Client.
5. Preparation and distribution of year-end tax forms, including W-2s and 1099s.
6. Provision of payroll reports to Client management following each pay period.

3. CLIENT RESPONSIBILITIES

To enable the Provider to perform the services, the Client agrees to:

1. Provide accurate, complete, and timely employee data, hours worked, rate changes, and withholding information.
2. Maintain sufficient funds in the designated bank account to cover all payroll obligations, tax liabilities, and service fees.
3. Notify the Provider immediately of any changes in business structure, tax registration status, or banking arrangements.

4. FEES AND PAYMENT

In consideration for the services rendered, the Client shall pay the Provider in accordance with the following fee schedule:

- Base Administration Fee: \$_____ per pay period.
- Per Employee/Contractor Fee: \$_____ per individual processed per pay period.
- Annual Year-End Tax Reporting Fee: \$_____.
- Implementation/Set-up Fee: \$_____.

All fees shall be invoiced _____ and paid via _____ within _____ days of the invoice date.

5. TERM AND TERMINATION

This Agreement shall commence on _____, 20_____, and shall continue on a _____ basis until terminated by either party giving _____ days written notice to the other party.

6. CONFIDENTIALITY AND DATA SECURITY

Both parties agree to hold all confidential and proprietary information, including but not limited to employee personal data, wage details, and banking information, in strict confidence. The Provider shall implement and maintain appropriate administrative, physical, and technical safeguards to protect all data received from the Client.

7. LIMITATION OF LIABILITY

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

8. GOVERNING LAW

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

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, or representations.

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

PROVIDER:

CLIENT:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date