

# PAYROLL ADMINISTRATION RETAINER AGREEMENT

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

## CLIENT:

Company Name: \_\_\_\_\_

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

Represented by: \_\_\_\_\_

## PROVIDER:

Company/Individual Name: \_\_\_\_\_

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

Represented by: \_\_\_\_\_

## 1. RETAINER & SERVICES

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The Client hereby retains the Provider to perform professional payroll administration services. The Provider agrees to provide the following services (the "Services"):

- a. Processing regular payroll for employees and independent contractors on a \_\_\_\_\_ schedule.
- b. Calculation and withholding of all applicable federal, state, and local payroll taxes.
- c. Filing of standard recurring quarterly and annual payroll tax returns.
- d. Preparation and distribution of year-end reporting documents ( \_\_\_\_\_ ).
- e. Additional auxiliary administration services as mutually agreed upon in writing.

## 2. COMPENSATION & RETAINER FEE

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In consideration for the Services, the Client agrees to pay the Provider as follows:

- a. **Retainer Fee:** Client shall pay an upfront, non-refundable retainer fee of \$ \_\_\_\_\_ upon execution of this Agreement. This retainer shall be applied toward \_\_\_\_\_.
- b. **Service Fees:** The Client shall be billed at a rate of \$ \_\_\_\_\_ per \_\_\_\_\_.
- c. **Payment Terms:** Invoices shall be issued \_\_\_\_\_ and are due and payable within \_\_\_\_\_ days of receipt.

## 3. TERM & TERMINATION

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This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and shall continue \_\_\_\_\_ unless terminated by either party. Either party may terminate this Agreement by providing \_\_\_\_\_ days' written notice to the other party.

## 4. CLIENT RESPONSIBILITIES

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The Client agrees to provide all necessary, accurate, and timely employee data, hours worked, compensation rates, and relevant banking details. The Provider shall not be held liable for payroll processing delays, tax penalties, or errors resulting from incomplete, late, or inaccurate data provided by the Client.

## 5. CONFIDENTIALITY & SECURITY

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The Provider shall maintain strict confidentiality regarding all proprietary business data, personal employee information, and financial records of the Client. No information shall be disclosed to third parties except as required to execute payroll administration or by law.

**6. GOVERNING LAW**

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

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

**CLIENT:**

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Authorized Representative Signature

Printed Name: \_\_\_\_\_

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

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

**PROVIDER:**

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Authorized Representative Signature

Printed Name: \_\_\_\_\_

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

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