

PAYROLL SERVICES RETAINER AGREEMENT

This Payroll Services Retainer Agreement (the "Agreement") is entered into as of _____, by and between:

Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Service Provider"), and

Client: _____, with a principal place of business at _____ (hereinafter referred to as the "Client").

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby engages the Service Provider, and the Service Provider agrees to be engaged, to provide payroll administration services. The scope of services shall include:

1. Processing of regular employee payroll cycles (salaried and hourly).
2. Calculation and withholding of federal, state, and local taxes.
3. Preparation and filing of quarterly and annual payroll tax returns.
4. Distribution of payroll via direct deposit or physical checks.
5. Generation of year-end tax forms (W-2s and 1099s).
6. Standard payroll reporting as mutually agreed upon.

2. RETAINER AND FEES

In consideration for the payroll services, the Client agrees to pay the Service Provider as follows:

1. **Retainer Fee:** Client shall pay a recurring retainer fee of \$_____ per _____. The initial retainer payment is due upon the execution of this Agreement.
2. **Invoicing:** Subsequent retainer fees shall be invoiced on the _____ day of each period and are due within _____ days of the invoice date.
3. **Additional Services:** Any payroll services requested by the Client outside the defined scope of this Agreement will be billed at an hourly rate of \$_____ or as otherwise agreed in writing.

3. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue on a _____ basis until terminated.

Either party may terminate this Agreement at any time, with or without cause, by providing _____ days written notice to the other party. Upon termination, the Service Provider shall deliver all completed payroll records, and the Client shall pay for all services rendered up to the effective date of termination.

4. CLIENT RESPONSIBILITIES AND ACCURACY

The Client is solely responsible for the accuracy, completeness, and timely submission of all employee data, hours worked, compensation rates, and tax withholding information necessary for the Service Provider to perform the payroll administration. The Service Provider shall not be liable for any penalties, interest, or liabilities resulting from inaccurate or late data submitted by the Client.

5. CONFIDENTIALITY

The Service Provider agrees to maintain the strict confidentiality of all Client data, employee personal identifying information (PII), proprietary business information, and financial records. This obligation survives the termination of this Agreement.

6. LIMITATION OF LIABILITY

The Service Provider's total liability for any claims, losses, or damages arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by the Client to the Service Provider during the _____ months immediately preceding the event giving rise to the claim.

7. 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 law principles.

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

CLIENT:

Authorized Signature

Printed Name

Title

Date

SERVICE PROVIDER:

Authorized Signature

Printed Name

Title

Date