

PAYROLL ADMINISTRATION RETAINER AGREEMENT

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

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 AND SCOPE OF SERVICES

The Client hereby engages the Provider, and the Provider agrees to be engaged on a retainer basis, to perform payroll administration services. The scope of services shall include, but is not limited to, the following:

- a. Calculation of employee wages, salaries, deductions, taxes, and withholdings.
- b. Processing of direct deposits and generation of physical checks if required.
- c. Preparation and filing of local, state, and federal payroll tax returns.
- d. Issuance of year-end tax forms, including but not limited to W-2s and 1099s.
- e. Maintenance of payroll records and provision of standard payroll reports to the Client.

2. RETAINER FEE AND PAYMENT TERMS

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

- a. **Base Monthly Retainer:** A recurring monthly fee of \$_____, payable in advance on the _____ day of each calendar month.
- b. **Variable Fees:** Additional fees of \$_____ per employee/contractor per pay cycle shall be billed monthly in arrears.
- c. **Invoicing:** Payments shall be made via _____. Late payments shall incur interest at a rate of _____% per month.

3. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue on a month-to-month basis until terminated. Either party may terminate this Agreement by providing _____ days written notice to the other party.

4. CLIENT RESPONSIBILITIES AND ACCURACY

The Client is solely responsible for providing complete, accurate, and timely data to the Provider, including hours worked, rate changes, employee onboarding forms, and banking details. The Provider shall not be held liable for errors, penalties, or interest resulting from inaccurate, incomplete, or late data provided by the Client.

5. CONFIDENTIALITY AND DATA SECURITY

The Provider shall maintain the absolute confidentiality of all payroll data, employee information, bank accounts, and business operations of the Client. Data shall be handled, stored, and transmitted securely in accordance with applicable state and federal data protection laws.

6. LIMITATION OF LIABILITY

Except in cases of gross negligence or willful misconduct, the Provider's total liability under this Agreement shall be limited to the total fees paid by the Client to the Provider in the _____ months immediately preceding the event giving rise to liability.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of the State of_____. Any legal actions or proceedings arising out of this Agreement shall be brought exclusively in the courts located in _____.

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

CLIENT:

PROVIDER:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date