



This Payroll Service Agreement (Hereafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between inFocusPayroll, LLC, an Illinois limited liability company whose principal address is 900 Chicago Avenue, Suite 104, Evanston, IL 60202 (Hereafter "Provider") and \_\_\_\_\_ whose principal address \_\_\_\_\_ (Hereafter "Client") and governs the terms and conditions in which Provider will provide Client, certain payroll processing services, payroll tax and other payroll processing services to client.

1. **PERFORMANCE OF SERVICE:** Provider will provide services in accordance with this Agreement however such services are contingent upon Client having submitted to Provider all necessary documents and data required by Provider for the execution of the services contemplated herein. Such documents and data must be submitted no less than twenty-four (24) hours prior to the desired processing schedule.
2. **SET UP:** Prior to processing the initial payroll Client shall submit to Provider:
  - a. IRS deposit frequency letter or if unknown to find out the information;
  - b. Federal State and local tax deposit coupon books, if any
  - c. Copy of any payroll tax returns filed during the current year
  - d. Copy of any IRS form 941 and state deposit made by Client in current year
  - e. Client tax ID number
  - f. Name, address, and Social Security numbers of any employees to be receiving paychecks
  - g. Employee conversion information, both active and terminated employees. Such information to state total earnings, deductions, and taxes for quarter for each employee and shall include Client company totals for such earnings, deductions and tax categories.
  - h. Deposit and debit bank account information for payment of taxes and debit of service fees (Hereafter "Client Account").
3. **ACCURACY OF INFORMATION:** In order for the process to be initiated Client must submit accurate payroll data information to Provider. Provider will notify Client by electronic or other means when all data has been received, the enrollment process has been completed and when payroll services are complete. Client agrees that by submitting payroll data Client has:
  - a. Approved the payroll data information submitted,
  - b. Waived and released provider from any claim arising out of any errors in the payroll data information that Provider has not itself corrected,
  - c. Accepted and agreed that final audit of the payroll data information rests with Client and Provider will not verify the accuracy of any data or information tendered to provider via its website or by any other means electronic or otherwise.
  - d. Client agrees to notify Provider of any errors in payroll data information within 24 hours prior to payroll run date. If Client fails to notify Provider, Provider shall not be responsible for any resulting penalties, fees or losses.
  - e. Payroll Data Information includes, but is not limited to, pay rates, hours worked, deduction amounts, employer identification numbers, tax withholding rates, account information for payments, employee names and identification information and employee status.
4. **DESIGNATED CONTACT:** Client will designate one person as authorized user of the Payroll Services and Client warrants and agrees that such person has the authority to act on behalf of and ability to bind Client (Hereafter "Authorized User").
5. Client may change such person from time to time by submitting such request, in writing, to Provider. Client may designate more than one Authorized User but such additional Authorized User will be effective only upon written acceptance and acknowledgement by Provider. Upon submitting data to provider, Authorized User authorizes and empowers Provider to initiate and complete the payroll process and create and /or transmit ACH debit entries.
6. **SERVICE FEES AND CHARGES:** Client agrees to pay Provider for the services tendered herein. Client will also reimburse Provider for any sales, use and similar taxes arising from this Agreement that federal state or local taxing bodies may impose.
7. **FUNDING:**
  - a. Client agrees to maintain in Client Account as of the applicable settlement date and time immediately available funds sufficient to cover all disbursements including direct deposits, fees or charges, payroll taxes, checks drawn on the account of Provider, or any other amount due under this Agreement. Amounts that are withdrawn from Client's Account by Provider for payment of payroll taxes and for any other payments including but not limited to, those to employees, contractors, or third parties, will be held by Provider until such time as Provider remits payments, and no interest will be paid to Client on those amounts.

- b. If Client does not have sufficient funds in Client Account to pay such disbursements at the time required, or if Client refuses to pay, Provider may (i) debit the account to pay such disbursements or any other amounts due, (ii) refuse to pay direct deposits (iii) refuse to pay any collected but not remitted payroll taxes, (iv) refuse to fund and release any checks drawn off an account of Provider (v) refuse to perform further services and /or (vi) immediately terminate this Agreement. Provider may assess finance charges on any amounts owing and unpaid ten (10) days after demand. Finance charges shall be assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by law, whichever is less. Provider may recover from Client any costs, including, without limitation, reasonable attorney fees and expert witness fees Provider may incur in connection with any termination of this Agreement or collection of amounts due hereunder.
8. **SERVICE CHANGES:** Provider reserves the right to change the terms, conditions and or fees for this Agreement at any time provided, however, Provider provides Client prior written notice of any material change, including fees. If Client provides notice of termination of this Agreement before the change, Client will not be bound by the change.
9. **LIMITATION OF LIABILITY:** Provider recommends Client verify all work done by Provider to discover any errors or omissions and to ensure accuracy. Provider shall use reasonable care in processing Client work, but Provider shall be responsible for correcting only those errors due to Provider input, operators, programmers and machines. In any event, Provider's liability is limited to the total charge for the services of the initial processing and/or up to six (months) of charges immediately preceding the act and or omission. In no event will Provider be liable for any consequential, punitive or special damages, or indirect loss regardless of whether such damages are based in contract or tort. Client understands and agrees that provider makes no warranty, express or implied, with respect to the service provided hereunder.
10. **TAX LIABILITIES:** Client acknowledges that Provider will not be responsible for performing Payroll Tax Services, including, without limitation, depositing of payroll taxes and filing payroll tax returns until Client's first Check Date (the date in which Provider first performs Payroll services). It is the Client's responsibility to submit accurate information to Provider and Provide shall not be liable for any penalty or interest or fee incurred due to inaccurate information provided by Client to Provider. Client further agrees to hold Provider harmless from such liability.
11. **MISCELLANEOUS:**
- Provider, its employees and agents, shall hold in strict confidence all Payroll Data Information provided by Client to Provider and or produced by Provider under this Agreement that is relevant to Client's Company or employees. However, Provider shall not be liable if Client, any third party or any other source not a party to this Agreement releases such information.
  - This Agreement does not release Client from the obligation to independently maintain records required by Federal, state or local law even if Provider maintains such data.
  - This Agreement constitutes the entire understanding an agreement between the parties and supersedes any prior agreement whether written or oral.
  - Provider shall have no liability for failure to perform or delay in performing any service contemplated by this Agreement if the failure or delay is due to circumstances reasonable beyond the control of Provider.
  - This Agreement shall be interpreted and construed according to the laws of the State of Michigan without regard to conflict of law principles. Client and Provider consent to the jurisdiction of the courts of the State of Michigan, Eastern District of Michigan.
  - This agreement will inure to the benefit of and be binding upon the parties and their respective, heirs, assignees and successors. Provider may assign this Agreement at any time in its sole discretion.
  - This Agreement and any amendments hereto shall be treated in all manner and respects as an original and shall be considered to have the same legal effect as if it were an original. Electronic or facsimile reproduced signatures shall be treated as original.

Client has caused this Agreement to be executed as of the date written below by a principal of the Client's company, which execution (whether by signature, electronic signature or by clicking to approve) such person represents that he or she is a principal of the Client's company and has the authority to execute this Agreement on its behalf.

AGREED AND ACCEPTED BY:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed