



Toll Free: 1-800-734-6880
 Fax: 1-800-322-6880
 www.payrollmgt.com
 Email: info@payrollmgt.com

PROCESSING AGREEMENT

Date _____

A. Client Name: _____ **dba:** _____
Street: _____ **City:** _____ **State:** _____ **Zip:** _____
 Delivery Addresses: _____ *Attach list if necessary*
Contact: _____ **Telephone:** _____ **Fax:** _____
Email (owner): _____ **Email (payroll contact):** _____

B. Processing Rates:
 1. Base Charge W BW SM M Q A \$ _____
 2. Per Employee
 1-16 Employees @ _____ \$ _____
 17 & up Employees @ _____ \$ _____
 3. Shipping & Handling:
 Courier \$7.95 USPS \$4.95 Priority Mail \$10.00 UPS Ground \$12.00 Overnight Secure Quoted \$ _____ File Guardian/ESS .85/.35 per check Pick Up \$2.00

C. Quarterly and Year End Tax Filing:
 1. Quarterly and Year-End Documents (Electronic & Mailed) \$ _____
 2. W-2 Base _____ \$ _____
 3. Per W-2 _____ \$ _____
 4. Conversion/Setup (One Time Charge) _____ \$ _____

D. Week Ending Day _____ **Pay Day** _____ **Run Day** _____
 Input: Payentry Fax In Call In Email Auto Other PMI Call

E. Check Services: Full on client checks Full on P.M.I. (.25 per check)

F. Tax Processing Info
 Federal ID _____ - _____ - _____
 Entity Type: Corporation Proprietorship S-Corporation Non-Profit Corporation Partnership Municipality
 LLC (Single Member) LLC (Partnership) LLC (Corporation)
 If a sole proprietorship or partnership, please list name(s) below:

Employer Type: 941 943 Sched H 944

G. Conversion
 Current Year Conversion Wages: Yes No Current Quarter Conversion Wages: Yes No
 Tax Deferred Plan(s): Yes No Plans: 401K 403B 408K 457DFC 408P Section 125 Cafeteria Plan: Yes No
 SUTA (State Unemployment) Information: _____ State Income Tax Information: _____
 State _____ Rate _____ ID# _____ State _____ ID# _____ M Q QM

H. Bank Authorization (please attach a voided check):
 Bank Name: _____
 Routing Number: _____ Account Number: _____
 Address: _____ City: _____ State _____ Zip Code: _____

Agreement:
 This agreement may be considered as an application for credit and authorizes the processor to investigate the credit for the client including vendor references, bank account status and history, and personal credit:
 A. MAJORITY OWNER: (CLIENT) _____
 Name: _____
 Address: _____
 City, State, Zip: _____
 Social Security # _____
 Business Start Date: _____

Referral Source

Additional terms and conditions:

The additional terms and conditions to this agreement are part of the agreement and are incorporated herein by reference.

Termination:

This Agreement may be terminated by either party, without cause, upon written notice to the other party and for reasonable cause, without notice to the other party.

For purposes of this Agreement, Payroll Management Inc. is considered to be the "Service Provider", hereafter referred to as P.M.I.

- 1 P.M.I. represents that the services provided pursuant hereto will conform to P.M.I. design specifications . Except as specifically provided herein, there are no warranties, expressed or implied, including, but not limited to, any implied warranties of merchant-ability or fitness for a particular purpose.
 2. P.M.I. agrees to hold in confidence all information relating to client's assets, liabilities, business or affairs which is received by P.M.I. in the course of rendering their services.
 3. Bills will be due in full upon presentation. In the event the account is placed for collections , reasonable attorney's fees and costs will be added to the account balance. **P.M.I. reserves the right to withhold any or all work in process or records in its possession in the event of default or payment.**
 4. Delivery and processing schedules will be as determined by the parties from time to time. Courier and/or mail charges will be charged as incurred.
 5. Banking services are provided in accordance with the limitations and restrictions of NACHA - the national Automated Clearing House Association.
 6. To secure any obligations now or hereafter owed by client to P.M.I., client grants P.M.I. the right of set-off and a security interest under the Uniform Commercial Code in any funds which may now or hereafter be deposited by client in its escrow account.
 7. P.M.I. shall use due care in processing client work, but shall be responsible only to the extent of correcting any errors which are due to P.M.I. machines, operators or programmers. In any event, P.M.I. liability with respect to this Agreement is limited to the total charge for the service provided herein and no special or consequential damages may be recovered. P.M.I. shall not be liable for failure to provide the services herein if due to causes or conditions beyond its control. If the data submitted by client for processing is incorrect, incomplete or not in proper form, then client agrees to pay P.M.I. its standard rates then in effect for any additional work performed to correct such data for processing.
 8. Client agrees to hold P.M.I. harmless from all loss , damages and expenses (including reasonable attorney fees) in connection with any claim which may arise out of or as a result of this agreement or the performance of P.M.I. P.M.I. accepts both responsibility and liability for the timely payment and reporting of client payroll taxes but only based on information provided by the client and only to the extent of available funds. Should P.M.I. fail to make timely payment of these escrowed funds, P.M.I. will pay whatever penalties and interest that result from the error. However, P.M.I. does not assume liability for the improper payment of taxes due to incorrect claims of tax exemptions or deductions by the client or its employees.
- The accuracy and the integrity of the service is limited by the nature of the client's input. Therefore, P.M.I. cannot be held liable for client errors, wage and hour violations, sex discrimination, or other employment policies which may violate the law or be challenged in some other form. Numerous checks and balances are provided throughout the system. **Ultimately, it is the client who must check the payroll for accuracy and reasonability. P.M.I. responsibility will also automatically terminate should client funds be insufficient or otherwise unavailable to cover the net payroll, related payroll taxes, and processing fees.**
9. All specifications, tapes and programs utilized or developed by P.M.I. in connection with the Agreement (except those furnished by client) are and shall remain the sole property of P.M.I.
 10. P.M.I. is not an agent of client except where required for IRS deposits , filings and correspondence . Should an agency relationship be found to exist, it will automatically terminate upon the return to P.M.I. of any check Or Preauthorized charge of client for insufficient or uncollected funds.
 11. This Agreement shall be governed by the laws of The State of Maine and constitutes the entire Agreement between the parties. The Agreement may be amended only in writing signed by both parties.

For value received, the above Agreement and obligation of client is guaranteed.

Client _____

Signature _____ Date _____

Print _____

Accepted By _____