



Date:	Office #	Client #	Billing Id	Combined
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## Payroll and Tax Processing Agreement

### A. Client Information

Client Legal Name	Trade Name (DBA)		
Address, City, State, Zip Code			
Telephone Number	Fax Number	E-Mail	Payroll Contact

### B. Miscellaneous

Number of Checks per payroll →	First Check Date →	Pay Cycle →	<input type="checkbox"/> W <input type="checkbox"/> BW <input type="checkbox"/> SM <input type="checkbox"/> M
SIC Code →	First Run Date →	Sales Tax State →	
<b>Please Check Input Type ↓</b>		<b>Entity Change →</b> <input type="checkbox"/> Y <input type="checkbox"/> N Previous Assoc/Client ___ -	
<input type="checkbox"/> Branch Input	<input type="checkbox"/> Inquire Only	<input type="checkbox"/> S-Corporation	<input type="checkbox"/> Limited Liability Corporation (LLC)
<input type="checkbox"/> Direct Input Only	<input type="checkbox"/> Input/Inquire	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership (LLP)
		<input type="checkbox"/> C-Corporation	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Non Profit Corporation		
*Tax Option → <input type="checkbox"/> Full <input type="checkbox"/> Tracker B <input type="checkbox"/> Tracker C <input type="checkbox"/> Non <input type="checkbox"/> Direct Deposits <input type="checkbox"/> Advantage Checks <input type="checkbox"/> Client Checks			
*By checking the above "Tax Option" I understand section "I. Tax Filing Options" on the reverse side of this agreement. Initials: _____			
Employer Type →	<input type="checkbox"/> 941 <input type="checkbox"/> 943 <input type="checkbox"/> Household Schedule H	<input type="checkbox"/> 945 Backup Withholding	<input type="checkbox"/> 945 IRA Retirement
<b>Federal Reporting Information:</b> → Please attach a copy of the IRS frequency notification.			
Fed ID #	→ Applied For	<input type="checkbox"/> Y <input type="checkbox"/> N	Date / / State Incorporated →
Federal Filing Status Current Year (Select One) →	<input type="checkbox"/> Semiweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Unknown		
Federal Filing Status for Next Year (4th qtr only) →	<input type="checkbox"/> Semiweekly <input type="checkbox"/> Monthly <input type="checkbox"/> (Tax Dept. will default)		
Federal Unemployment Tax (FUTA) →	<input type="checkbox"/> Exempt <input type="checkbox"/> Taxable	Client Mandated EFTPS →	<input type="checkbox"/> Y Year _____ <input type="checkbox"/> N
<b>State Income Tax Withholding Information:</b> → Please include a State Deposit Coupon.			
State 1	State ID #	State 2	State ID #
Electronic payments mandated by this state? →	<input type="checkbox"/> Y <input type="checkbox"/> N	Electronic payments mandated by this state? →	<input type="checkbox"/> Y <input type="checkbox"/> N
Select One State Filing Frequency Below ↓	Select One State Filing Frequency Below ↓		
<input type="checkbox"/> Semi Weekly	<input type="checkbox"/> Weekly	<input type="checkbox"/> Semi-Monthly	<input type="checkbox"/> Semi Weekly
<input type="checkbox"/> Qtr Monthly	<input type="checkbox"/> Eighth Monthly		<input type="checkbox"/> Weekly
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly		<input type="checkbox"/> Semi-Monthly
<input type="checkbox"/> Follows Fed	<input type="checkbox"/> NY 3 Day or <input type="checkbox"/> NY 5 Day		<input type="checkbox"/> Qtr Monthly
			<input type="checkbox"/> Eighth Monthly
			<input type="checkbox"/> Monthly
			<input type="checkbox"/> Quarterly
			<input type="checkbox"/> Follows Fed
			<input type="checkbox"/> NY 3 Day or <input type="checkbox"/> NY 5 Day
<b>State Unemployment Information:</b> → Please attach a copy of rate notice. For additional states, attach another sheet in the same format.			
State 1	State ID #	State 2	State ID #
Total Rate: _____%	Exempt <input type="checkbox"/> Y <input type="checkbox"/> N	Total Rate: _____%	Exempt <input type="checkbox"/> Y <input type="checkbox"/> N
Includes: _____% SDI, _____%	Surcharge _____% JDF	Includes: _____% SDI, _____%	Surcharge _____% JDF
<b>Other Tax Information:</b> → Please attach a sheet in the same format for additional localities.			
Locality	Deduction Percent	%	APSI Code #
1. Is the client subject to MAHI? <input type="checkbox"/> Y <input type="checkbox"/> N →	If no, year subject _____	Rate _____%	Client elects to not have MAHI withheld <input type="checkbox"/>
2. Does APSI process the entire payroll for this EIN? →	<input type="checkbox"/> Y <input type="checkbox"/> N	Please list which tax returns should <b>NOT</b> be filed by APSI:	
3. Deposits for Federal Taxes will be made in which state? (Tax Tracker Clients Only) → _____			
4. Are there wages to be converted Year to Date? <input type="checkbox"/> Y <input type="checkbox"/> N Wages to be converted Quarter to Date? <input type="checkbox"/> Y <input type="checkbox"/> N			
<b>Tax Deferred Plan Information:</b>			
Please Select Deferral Plan(s) →	<input type="checkbox"/> 401-K CODA	<input type="checkbox"/> 403-B TSA	<input type="checkbox"/> 408-K SARSEP
	<input type="checkbox"/> 457 DFC	<input type="checkbox"/> 501-C PENSION	<input type="checkbox"/> 408-P SIMPLE
	<input type="checkbox"/> OTHER → Please attach complete information for this category		
Do you have a Section 125 Cafeteria Pretax Plan? →	<input type="checkbox"/> Y <input type="checkbox"/> N (Y only) →	<input type="checkbox"/> APSI Plan	<input type="checkbox"/> Client Plan

### C. Agreements

*This agreement may be considered as an application for credit and authorizes Advantage Payroll Services, Inc. (APSI), to investigate the credit of the client or its principals including vendor references, bank account status and history.*

Corporate Officer / Responsible Person	Position
Address, City, State, Zip Code	
Social Security Number	Original start date current owner/entry
Previous ABSHI Account Name(s) & Number(s)	Current ABSHI Name(s) & Number(s)

Has there been a significant change in ownership or control in the current calendar year? →  Y  N

*Client hereby authorizes client's bank to pay and charge client's account for charges drawn on client's account and payable to the order of APSI, Auburn, Maine. Client agrees that client's bank's rights in respect to each charge shall be the same as if it were drawn on it, and signed personally by or on behalf of client. This authority is to remain in effect until revoked by client in writing, and until bank receives such notice, agrees that bank shall be fully protected in honoring these charges. Further agree that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, bank shall have no liability whatsoever.*

Bank Account Number	Branch & Officer Name	
Address, City, State, Zip Code		
Telephone	Fax	E-Mail

### D. Additional Terms and Conditions

*The additional terms and conditions on the reverse side of this agreement are part of the agreement and are incorporated herein by reference. This agreement shall not become effective unless signed by an authorized representative of APSI and client.*

*For Value Received, the above agreement and obligations of the client are guaranteed*

Authorized (Client Signature)	
Print Name	Personal Signature
Witnessed By (Advantage Signature)	Print Name

## ADDITIONAL TERMS AND CONDITIONS

For purposes of this Agreement, Advantage Payroll Services, Inc., is hereafter referred to as "APSI"; and Client is identified on the first page of this Agreement.

### 1. Tax Filing Options:

\_\_\_\_\_ (Full) Client agrees APSI will act as the tax filing agent where required for IRS deposits, filings and correspondences on Client's behalf as it relates to payroll tax filings. *Client understands that APSI will not be responsible for penalties or interest due to missing, inaccurate, or incomplete information. Client further understands that APSI is not responsible for taxes with respect to wages paid prior to its service.*

\_\_\_\_\_ (Tracker B) Basic Notices Only - APSI will provide Client Basic Tax Deposit Notices only.

\_\_\_\_\_ (Tracker C) Checks & Notices - APSI will provide Client Basic Tax Deposit Notices and corresponding Tax Checks.

\_\_\_\_\_ **The following applies to: (Tracker B or C)** All Deposit notices and or payment checks are generated based on the next anticipated processing date as indicated in Item B Pay Cycle. Should a Client process a payroll or additional check earlier than the stated processing frequency, APSI shall not be liable for the accuracy or timeliness of such notices or checks and shall not be liable for any special or consequential damages, or other damage, all as provided herein. Payroll tax returns are prepared based on the assumption that checks are made available to employees according to check date. Client assumes responsibility for making timely deposits, including but not limited to "next day deposits" without regard to delivery date and receipt of the payroll.

\_\_\_\_\_ (Non) APSI will not provide any Tax Services, Deposit Notices or Tax Checks.

APSI agrees to provide services under this agreement in accordance with industry standards. Client agrees to remain responsible for any obligation imposed on Client by law to maintain records regarding Client's business or employees. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. APSI agrees to hold in confidence all information relating to Client's assets, liabilities, business or affairs which is received by APSI in the course of rendering service except as provided by law.
3. Client agrees to pay APSI fees which will be charged to Client's account and which are subject to change, in Advantage's sole discretion, on written notice. Bills will be due in full upon presentation. Overdue accounts will accrue interest at the highest Prime Rate listed under Money Rates in the Wall Street Journal. In the event the account is placed for collection, reasonable attorney's fees and costs will be added to the account balance. APSI reserves the right to withhold any payments provided pursuant to this Agreement and any or all work in process or records in its possession in the event of Client's failure to make any payments hereunder. As additional consideration for performance of services under this agreement, the parties understand that APSI has the use of funds held by APSI in a separate escrow or custodial account pending final payment of items to employees, taxing authorities or others.
4. Delivery and processing schedules will be as determined by the parties from time to time. Courier and/or mail charges will be charged to Client as incurred.
5. Banking services are provided in accordance with the limitations and restrictions of NACHA - the National Automated Clearing House Association to which the Client agrees. Client agrees to authorize the direct debit of an account by APSI through ACH and to maintain sufficient funds in the account to cover all amounts due to or payable by APSI under this Agreement and that sufficient funds will be on deposit and immediately available at least one (1) business day prior to anticipated payment dates. APSI will transfer such funds from Client's account to a separate escrow or custodial account maintained by APSI for the purpose of making all payments hereunder including, without limitation, fees due to APSI, tax payments, employee payments and direct deposits.
6. To secure any obligations and the payment of sums hereafter owed by Client to APSI, Client grants APSI the right of set-off, and a security interest under the Uniform Commercial Code in any funds of Client which may now or hereafter be deposited into an escrow or custodial account used by APSI for the purpose of payment of taxes, payrolls, fees due APSI or other payments under this Agreement.
7. APSI shall use due care in processing Client's work, but shall be responsible only to the extent of correcting errors which are due to the negligence of APSI's employees, operations or agents. In any event, APSI's liability with respect to this Agreement is limited to the remittance to appropriate payees of funds held on behalf of the Client or other correction of any error due to its own negligence and APSI shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, loss of profits or other economic loss. APSI shall not be liable for failure to provide the services herein if due to causes or conditions beyond its control. Client agrees to provide complete, accurate and timely information as necessary to the performance by APSI of services under this agreement and to verify or correct such information as appropriate, on a timely basis. If the data submitted by the Client for processing is incorrect, incomplete or not in proper form, then the Client agrees to pay APSI its standard rate then in effect for any additional work performed to correct such data for processing.
8. Client agrees to indemnify APSI, its employees and agents, and to hold them harmless from all loss, damages and expenses (including reasonable attorneys fees) in connection with any claim which may arise out of or as a result of this agreement or the performance of APSI, including, without limitation, any claim arising out of the use of information furnished by Client. APSI accepts both responsibility and liability for the timely payment and report of Client payroll taxes but only based on information provided by the Client and only to the extent of funds made available by Client. If solely on account of negligent error or omission on the part of APSI with respect to timely payment from escrowed funds, Client incurs a penalty or interest charge, then APSI will pay whatever penalties and interest that result from the error. However, APSI does not assume liability for the improper payment of taxes due to incorrect claims of tax exemptions, deposit frequency, tax identification number(s) or rate(s), or deductions by the Clients or its employees. Client's failure to comply with the terms of this agreement terminate this contract, at the election of APSI, and releases APSI of liability for its performance under this Agreement and Client will immediately become solely responsible for any tax or wage payments, penalties or claims.  

The accuracy and the integrity of the service APSI can provide is limited by the nature of information the Client provides. Therefore, APSI cannot be held liable for Client errors, wage and hour violations, sex discrimination, or other employment policies, which may violate the law. It is the Client's obligation to check the payroll and related documents for accuracy immediately. APSI's responsibility to perform services under this Agreement will also automatically terminate should Client funds be insufficient or otherwise to cover the net payroll, related taxes, and processing fees.
9. All specifications, tapes and programs utilized or developed by APSI in connection with the Agreement (except those furnished by Client) are and shall remain the sole property of APSI, and the Client agrees to respect the confidentiality and proprietary nature of all such information.
10. This Agreement shall be governed by the laws of the State of Maine, and any action brought by either party arising out of the Agreement, shall be brought only in the State of Maine, either in the United States District Court in Portland, Maine, or the Maine District Court in Lewiston, Maine, and the Client specifically consents to the jurisdiction and venue of each of such Courts, for such purposes of enforcing this provision. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement. The agreement may be amended only in writing signed by both parties.
11. This Agreement may be terminated by either party, without cause, upon 30 days written notice to the other party and, for reasonable cause, with three (3) days' notice to the other party. Client must continue all payments covered by this agreement until APSI commences its performance hereunder.