



Client _____	EIN # _____ - _____
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### CLIENT SERVICES AGREEMENT

Payroll Solutions, Inc. hereinafter known as PSI, and the Client agree:

**SERVICES:** CLIENT will provide all data to PSI on a timely basis in a form acceptable to PSI to enable PSI to complete its services. CLIENT and PSI will agree upon a date and time to transmit payroll information, allowing for the next day delivery. CLIENT agrees that it is responsible for verifying the accuracy of payroll information received from PSI and will notify PSI of any discrepancies before check date. Either party may terminate services at any time provided written notice is received thirty (30) days prior to termination, and as long as all other conditions are met. PSI does not assume responsibility for payroll prior to implementation date.

**PAYMENTS:** PSI will automatically impound the processing fees for each payroll from Client’s bank account via ACH (the same method and timing that PSI impounds the client’s payroll taxes). Any other method must have prior approval. Processing will be frozen on accounts 45 days in arrears. End of quarter and year-end reporting is provided only to CLIENTS whose accounts are current.

**PRIVACY:** We maintain security standards and procedures designed to protect customer information. All information supplied by CLIENT to PSI will be used solely for the purpose of producing requested payroll information. For current and former clients, we do not disclose any nonpublic information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and to tax agencies for those CLIENTS who choose to use our tax services. Without prior written instruction, PSI will not make any information available to any unrelated third parties.

**LIABILITY:** CLIENT agrees and acknowledges that (1) CLIENT is solely responsible for the content and accuracy of all payroll data processed by PSI; (2) PSI only warrants that it will provide payroll processing services for CLIENT and, except as provided herein, the liability of PSI is expressly limited to reprocessing such data at no charge to CLIENT in the event of any error omission by PSI; (3) the liability of PSI arising out of errors, delays or omissions in the payroll services provided is limited to monies paid or to be paid to PSI for those services; (4) PSI does not issue credit for time necessary to correct information and that CLIENT is responsible to pay their current fees for the reprocessing of any data caused by events other than the error or omission of PSI; (5) the limit of the liability of PSI means that PSI will not be liable for any special, indirect, incidental, or consequential damages arising directly or indirectly from PSI’s services. **THE FOREGONE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES; WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANT OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

By signing below, CLIENT states that he or she has read and agrees to all information contained herein.

Client Signature \_\_\_\_\_

PSI Representative \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

#### GUARANTY

In consideration of services being provided by Payroll Solutions, Inc. to the above mentioned organization whether an individual or individuals, a proprietorship, partnership, corporation or other entity, the undersigned guarantor or guarantor(s) each hereby contract and guarantee to Payroll Solutions, Inc. the faithful payment, when due, of all accounts of organization for services rendered. The undersigned guarantor(s) each hereby waive all notice of acceptance this guaranty, notice of extension of credit or financial accommodation to Payroll Solutions, Inc. notice of the amount of indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non-payment, protest, notice of protest and all other notices of every kind and nature, and agrees that this guaranty may be enforced against the undersigned without any proceeding or action against the client. This guaranty is a continuing guarantee and shall remain in full force and effect, and shall be binding upon the undersigned and his or their heirs, executors and administrators, notwithstanding the death of one or more of the undersigned, until the expiration of thirty (30) days following receipt of written notice of revocation by the Creditor and until any and all indebtedness of the Debtor to the Creditor in existence or incurred prior to the expiration of such thirty (30) day period shall have been fully paid.

If this guaranty is executed by more than one person, it shall be the joint and several obligation of said person.

Guarantor \_\_\_\_\_

Printed Name \_\_\_\_\_

Guarantor \_\_\_\_\_

Printed Name \_\_\_\_\_