



1450 W Guadalupe Rd
Suite 117
Gilbert, AZ 85233

Phone (480) 558-4358
Fax (480) 374-5251

Client Name: _____

Contact: _____

Address: _____

Phone: (____)____-____

City: _____ State: _____ Zip: _____

Fax: (____)____-____

Pay Run Frequency: _____

E-mail _____

of Employees: _____

Services

Base Processing Fee	\$ _____
Per Check Fee	\$ _____
Direct Deposit Fees	\$ _____
Federal & State Reporting Fees (qtrly)	\$ _____
Online Processing	\$ _____
Time & Attendance Processing	\$ _____
Quickbooks Exporting	\$ _____

Total Per Pay Period Charges: \$

Start Up

Conversion/Setup	\$ _____
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Total Start Up \$

Annual Charges

Charges: W2 Year End Filing	\$ _____
1099 Year End Filing	\$ _____

Total Annual Charges: _____

Agreement

This agreement may be considered as an application for credit and authorizes the processor to investigate the credit of the client including vendor references, account status and history, and personal credit. Additional terms and conditions on the reverse side of this Agreement are part of the Agreement and are incorporated herein by reference.

Client Name: _____

Accepted

Client Signature: _____

by: _____

(Bizsmart Employer Solutions, LLC)

Agreement made by and between Bizsmart Employer Solutions, LLC. an Arizona Corporation with principal offices in Gilbert, AZ (hereinafter referred to as SERVICE BUREAU) and _____, (hereinafter referred to as "CLIENT").

1. *Services provided.* SERVICE BUREAU shall provide pursuant to the terms of this agreement payroll processing services and CLIENT shall purchase from SERVICE BUREAU such payroll services. These services shall include a provision of payroll checks including signed checks, payroll registers and management reports including Federal, State and Local tax deposits and quarterly and year end tax reporting to the appropriate governmental authorities, and banking services including maintenance of a master payroll account, direct deposits and payment by CLIENT of bank service charges.
2. *Charges.* The fees and charges to be paid by Client to SERVICE BUREAU for these services shall be in accordance with the schedule of this Agreement.
3. *Credit.* This agreement may be considered an application for credit and authorizes SERVICE BUREAU to investigate the credit of CLIENT including vendor references, bank account status and history and personal credit.
4. *Disclaimer.* Except as specifically provided herein, there are no warranties expressed or implied, including by not limited to warranties of merchantability, or fitness for a particular purpose.
5. *Confidentiality.* SERVICE BUREAU agrees to hold in confidence all information relating to CLIENT's assets, liabilities, business or affairs which is received by SERVICE BUREAU in the course of rendering services.
6. *Payment.* Fees are subject to change on written notice. All invoices will be due in full upon presentation. Overdue accounts will accrue interest at the prime rate as published from time to time in the Wall Street Journal. In the event the account is placed for collection, CLIENT shall pay all reasonable attorney's fees and other costs of collection incurred by SERVICE BUREAU. SERVICE BUREAU reserves the right to withhold any and all work in process or records in its possession in event of a default in payment.
7. *Scheduling.* Delivery and processing schedules will be determined by the parties from time to time. Courier and/or mail services will be charged as incurred.
8. *Limitation of liability.* SERVICE BUREAU shall use due care in processing CLIENT's work, but shall be responsible only to the extent of correcting errors which are due to SERVICE BUREAU's machines, operators or programmers. In any event, SERVICE BUREAU's 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. SERVICE BUREAU shall not be held liable for failure to provide the services herein if due to causes or conditions beyond its control. SERVICE BUREAU shall have the right to rely on the data provided by client through whatever medium is in use or may hereafter be put into use. If the data submitted by CLIENT for processing is in anyway incorrect, incomplete, or is not in proper form, the CLIENT agrees to pay SERVICE BUREAU its standard rates in effect for any additional work performed to correct such data for processing.
9. *Indemnification.* CLIENT agrees to hold SERVICE BUREAU harmless from all loss, damages, and expenses (including reasonable attorney's fees) in connection with any claim which may arise out of or as a result of the Agreement or the performance of its terms by SERVICE BUREAU accepts both the responsibility and liability for the timely payment and report of CLIENT's payroll taxes but only based on information provided by CLIENT and only to the extent of available funds. Should SERVICE BUREAU fail to make timely payment of these escrowed funds, SERVICE BUREAU will pay whatever penalties and interest that result for the error. However, SERVICE BUREAU does not assume the liability for improper payment of taxes due to incorrect claims of tax exemptions or deductions by CLIENT or its Employees. The accuracy and integrity of the service is limited by the nature of CLIENT's input. Therefore, SERVICE BUREAU can not be held liable for CLIENT errors, wage and hour violations, sex discrimination or other employment policies which may violate the law. Numerous checks and balances are in place throughout the system. Ultimately, it is the CLIENT that must check the payroll and accuracy and reasonability. SERVICE BUREAU's responsibility will automatically terminate should CLIENT funds be insufficient or otherwise to cover the net payroll, related taxes, and processing fees. Returned check fee will be \$25.00
10. *Program Ownership.* All specifications tapes and programs utilized or developed by SERVICE BUREAU in connection with the Agreement (except those furnished by CLIENT) are and shall remain sole property of SERVICE BUREAU.
11. *Status of Parties.* SERVICE BUREAU is not an agent of CLIENT except where required for the Internal Revenue Service deposits filings, and correspondence. Should an agency relationship be found to exist it will automatically terminate upon return to SERVICE BUREAU of any check or preauthorized charge of CLIENT for insufficient funds.
12. *Applicable law.* This Agreement shall be governed by the laws of the State of Arizona and constitutes the entire agreement between the parties. The Agreement may be amended only in writing signed by both parties.
13. *Termination.* The Agreement may be terminated by either party upon thirty days-advanced written notice. Any person failing to provide 30 days notice as required shall be liable for continued payment of fees for 30 days after terminating the services of SERVICE BUREAU.

New Client Payroll Conversion Checklist

1. _____ Copy of Company Check and Beginning Check Number.
2. _____ Federal ID Number from IRS.
3. _____ State Unemployment number and unemployment rate.
4. _____ Signature page (use blank ink only).
5. _____ Client Contact Information.
6. _____ Authorization Agreement for Charges.
7. _____ Employee Information (Full SS #s if working off old payroll reports).
(Employee #, Name, Address, SS#, Filing Status, Hire Date, Wage Pay Per Period, Dept. #, etc.).
8. _____ YTD EE payroll (gross payroll to net payroll for each employee from January 1st with full tax detail).
9. _____ Copies of client quarterly reports

OPTIONAL INFORMATION

1. _____ Employee Direct Deposit Authorization Forms.
2. _____ Department Numbers and Descriptions.
3. _____ List of Pay Types for Employees.
4. _____ Deductions, Benefits or Adjustments.
5. _____ Third Party Payment Information (account numbers and addresses).
6. _____ Log in information if we are making any on-line 3rd party payments.
7. _____ Time clock trial or ordering information.
8. _____ Workers comp quote request.

Thank you for selecting Bizsmart Employer Solutions, LLC

Company Information Worksheet

Legal Client Name: _____ Client #: _____
DBA: _____ Phone #: (____) _____
Address: _____ Fax #: (____) _____
Contact: _____ E-mail _____
Accountant: _____

Client Account Information

Bank Name _____
Fractional #: _____ Acct: _____ Begin Ck #: _____
Routing #: _____ • Checking • Savings
Copy of check attached

Tax Information

Federal ID#: _____ Frequency: • Semi-Wkly • Monthly
State ID#: _____ Frequency: • Semi-Wkly • Monthly
Unemployment #: _____ Unemployment Rate: _____
Local taxes & ID #s: _____

Payroll Schedule

1st Check Date: _____ Period Begin: _____ Period End: _____
Payroll Frequency: • Wkly • Bi-Weekly • Semi-Monthly • Monthly Pay Day: _____
Reporting Method: • Call In • Fax • Email Reporting Day _____
On Line Client: _____ Password: _____ Time Cards: _____

Delivery Instructions

Delivery Method: • UPS • US Mail • Priority Mail • Pick-Up
Mailing Date: _____ Payroll Receipt Date: _____
Additional Delivery Instructions: _____



Authorized Agreement for Pre-Authorized Charges

As a convenience to me, I hereby requested and authorize you to pay and charge to my account checks drawn on my account by and payable to the order of Bizsmart Business Solutions, LLC provided there are sufficient collected funds in my account to pay such checks upon presentation. I agree that your rights in respect to each check shall be the same as if it were a check drawn on you and signed personally by me. This authority is to remain in effect until revoked by me in writing, and until you actually receive such notification. I further agree that if any such check is dishonored, whether with or without cause and whether intentionally or inadvertently, you shall have no liability whatsoever.

Bank Account Number: _____

Depositor's Name as Shown on Bank Account: _____

Bank Name: _____

Branch: _____

City & State: _____

Date: _____

Signature: _____

(Please sign as you sign your checks)

Signature Scan

Client Number: _____

Client Name: _____

Print Signature Name: _____

Please sign your signature, as should appear on your company's payroll checks, in the three boxes below.

Signature should not go outside of box and must be written in BLACK INK.