



### Client Services Agreement Form

Client Name \_\_\_\_\_

EIN \_\_\_\_\_

Initial next to each service as applicable:

**Initials**

**Service**

\_\_\_\_\_

**Total Tax Filing** (federal and state forms required)

Nature of services: CHS Payroll, LLC. agrees that upon acceptance of this agreement, it will (1) collect from Client, hold in its required Federal, state, and local payroll tax amount; and (2) prepare and file all required Federal, state, and local employment tax forms and reports on or before the statutory deadlines. CHS Payroll, LLC. will not accept any responsibility for failure to make deposits or filings if it is not provided with timely or accurate information or insufficient funds. CHS Payroll, LLC. will assume interest charges and/or penalties, which are the result of CHS Payroll, LLC. negligence only. Terms and conditions continued on reverse page.

\_\_\_\_\_

**Direct Deposit** (direct deposit forms and EE forms required)

Client authorizes CHS Payroll, LLC. to create and initiate ACH files to said Banking Institution for the purpose of moving money through the Automated Clearing House (ACH) and providing direct deposit of payroll for Client's employees (Transactee's). Client agrees to indemnify and hold CHS Payroll, LLC. harmless from any and all claims of any persons whatsoever arising out of Banking Institution's processing activities for Client under the terms of this agreement or otherwise. Such claims may include, but are not limited to, claims for customer's employees or other persons or organizations, including taxing authorities whose credits may have been reversed or banks who may have suffered damage or loss because of insufficient funds of Client. Client understands and agrees that CHS Payroll, LLC. has no direct financial interest in the debits and credits provided, pursuant to this agreement, and is providing a service to Client for a fee. All risk of loss and liability to any person or organization arising out of the services furnished hereunder shall be that of Client.

\_\_\_\_\_

**Electronic Paycheck** (order form required)

\_\_\_\_\_

**Check Signature** (signature form required)

Client authorizes CHS Payroll, LLC. to scan Client's Authorized Agent's signature and store this information in CHS Payroll, LLC.'s property. CHS Payroll, LLC. understands that upon acceptance of this agreement, it will produce said Authorized Agent's signature onto checks and provide signed bank checks for Client's employees for the purpose of payroll, based on the data provided by Client. Client agrees to inform CHS Payroll, LLC. of change in Client's Authorized Agent at least 5 working days prior to Client's payroll check date. Terms and conditions continued on reverse page under Miscellaneous.

\_\_\_\_\_

**MyPayrollWeb.com** (Client usage)

Nature of services: CHS Payroll, LLC. agrees that upon acceptance of this agreement it will (1) provide payroll software access via the internet to Client for the sole purpose of payroll data entry; (2) provide software support to Client; (3) process payroll entered by Client; and (4) package and either deliver per Client instruction or hold prepared payroll on premises for Client pick-up. Client understands that the payroll information processed is a result of Client-entered data and therefore Client agrees to indemnify and hold CHS Payroll, LLC. harmless from any and all payroll errors that arise from Client's data input.

\_\_\_\_\_

**MyPayrollWeb.com** (Client authorizes CPA firm or financial agent access to Client information)

Client authorizes \_\_\_\_\_ (CPA firm or financial agent) access to Client's payroll data via MyPayrollWeb.com and understands that this allows full and complete access to Client's payroll information and reports.

**CHS Payroll, LLC.**

\_\_\_\_\_  
Name of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Total Tax terms and conditions continued...

**1. Client Responsibilities**

Client agrees to provide CHS Payroll, LLC. a mutually acceptable data transmission of accurate and complete payroll tax information at least two (2) banking days prior to the check date. Client acknowledges that the Tax Filing Services of CHS Payroll, LLC. use information supplied by Client, including payroll data and Federal, state, and local deposit frequencies and identification numbers, and assumes responsibility for the verification and accuracy of this information. Client agrees that any changes additions or deletions to Client master file information will be made known immediately and in writing to CHS Payroll, LLC. This includes but is not limited to notices or correspondence received from any Federal, state, or local authority with respect to any tax return or deposit made by CHS Payroll, LLC.

**2. Demand Deposit Account**

Client agrees to authorize the direct debit of a Demand Deposit Account ("DDA") through the ACH established at \_\_\_\_\_ Bank ("Bank") and maintain sufficient funds in said account to cover all payroll tax deposits current or past due and to collect fees and charges. If Client's federal tax liability exceeds \$100,000.00, which is subject to the Federal \$100,000 One-Day Rule, the Client agrees to fund that liability via wire transfer at the request of CHS Payroll, LLC. from the Client's DDA bank account to CHS Payroll, LLC.'s Tax Account. Client agrees that debits will be made no later than one day prior to the checkdate. In the event sufficient funds are not available to cover the above listed items, CHS Payroll, LLC. will assess a NSF charge and reserve the right to immediately terminate the Agreement without prior written notice. If CHS Payroll, LLC. terminates this Agreement, CHS Payroll, LLC. shall not be responsible for making any further payroll tax deposits or filings, and shall retain tax deposits to offset any amounts owed from Client.

**3. Service Fees**

Client agrees to pay CHS Payroll, LLC. per the agreed upon price schedule attached hereto or to the Service Agreement for the services described above. Client understands that the service fees will be auto debited from Client's bank account, as indicated by Client. As additional consideration, CHS Payroll, LLC. may invest funds as CHS Payroll, LLC. deems appropriate and that any and all profits, accumulations, and any other form of gain resulting from such investments shall accrue for the benefit of and the sole property of CHS Payroll, LLC. CHS Payroll, LLC. agrees to return Client tax refunds in excess of actual tax liabilities and fees upon authorized written request from Client.

**4. Term**

This Agreement will be in effect from the date of acceptance by CHS Payroll, LLC.. Upon termination of service, Client agrees to provide at least thirty (30) days written notice of its intent to terminate the Agreement or failing to do so pay a \$250.00 termination fee. All Clients leaving the Tax Filing Services shall pay a Termination Service Continuance charge of \$150.00 to cover costs of required follow-up after the discontinuance of service. Should Client leave CHS Payroll, LLC. Tax Filing Service owing tax balances and/or fees to CHS Payroll, LLC. the officers of said Client agree to be held personally liable for the deficit amount.

**5. Authorization to Receive Information**

Client hereby instructs all Federal, state, and local tax authorities to deliver tax forms, documents, and other related information to CHS Payroll, LLC. CHS Payroll, LLC. is hereby given full authorization to represent and submit records on behalf of Client before Federal, state, or local jurisdiction's tax office with respect to employment taxes. Client hereby authorizes Client's payroll department, including any vendor or computer service, to deliver to CHS Payroll, LLC. all necessary documents and payroll information, including payroll tax registers, quarterly reports and summaries.

**6. Relationship**

This Agreement establishes an independent contractor relationship only, by which CHS Payroll, LLC. will perform the tax filing services described herein. It is not intended as, and shall not be construed to establish a partnership, joint venture, agency, or master/servant relationship.

**7. General Provisions**

Client's failure to comply with all items contained within the Service Agreement terminates this contract and relieves CHS Payroll, LLC. of any liability for the proper execution of payroll tax processing as defined in this document. Therefore, Client promises to indemnify and hold CHS Payroll, LLC. harmless from any claim against Client and/or CHS Payroll, LLC. arising out of the use of information furnished by Client. The total liability of CHS Payroll, LLC. is limited to the correction of any error due to the negligence of CHS Payroll, LLC. The Terms and Conditions stated herein between Client and CHS Payroll, LLC. supersede any and all prior agreements, warranties, or representatives other than those contained within this document, and shall remain in effect until such time as either Client or CHS Payroll, LLC. provides thirty (30) days written notification to the other that service is no longer needed or provided. The laws of the State of New York govern this Agreement. CHS Payroll, LLC. will be entitled to immediate recovery of all attorney's fees and expenses that arise from any suit filed in relation to this Agreement.

End Total Tax terms and conditions

**Miscellaneous**

**1. New Hire Provision**

Client understands that the State of New York and New Jersey requires, of all employing entities within the state of New York and New Jersey, the reporting of all new employees hired within 20 days of hire date. Client understands that CHS Payroll, LLC. will automatically enroll Client in New Hire Service and that Client will be charged \$3.75 per employee reported per month unless Client has signed the New Hire Addendum refusing this service.

**2. ...Continuation of Check Signature Terms**

Client agrees to indemnify and hold CHS Payroll, LLC. harmless from any and all claims of any persons whatsoever arising out of transportation of said signed checks from CHS Payroll, LLC.'s premise to Client's requested delivery address and thereafter. Client agrees to indemnify and hold CHS Payroll, LLC. harmless against any loss, liability or expense arising out of any claim of any person that CHS Payroll, LLC. is responsible for any act or omission of Client. It is understood that signed checks are negotiable documents and should be reviewed by an authorized representative of the company before distribution.