TERMS & CONDITIONS OF PAYROLL AND TAX PROCESSING SERVICES

_____ (hereinafter known as Client) employs ASAP Accounting and Payroll, Inc. (ASAP) to provide payroll processing and related services which will commence on the first payroll processed by ASAP. ASAP assumes no responsibility for Services prior to the first payroll processed by ASAP.

Client Contacts and Reliance on Client Information Client agrees to designate payroll contacts that will provide ASAP with information and directives necessary for ASAP to perform the payroll services. Client is responsible for the accuracy of the Client Information provided by payroll contacts and/or Client. ASAP will not be responsible for errors that result from ASAP's reliance on Client Information. Client will review all reports and documents provided by ASAP. Delivery and processing schedules will be determined and agreed upon by the parties on an annual basis but may be changed from time to time. The accuracy of the services ASAP can provide is limited by the nature of the information provided by the Client. ASAP cannot be held liable for Client errors, wage and hour violations, sex discriminations, or other employment policies, which may violate any State or Federal law. It is the Client's obligation to check the payroll and related documents for accuracy immediately. If the data submitted by the Client for processing is incorrect or incomplete the Client agrees to pay ASAP its standard rate in effect for any additional work performed to correct such data for processing. Client acknowledges that ASAP is not rendering any legal, tax, or accounting advice in connection with the services provided.

This Agreement shall be governed by the State of Colorado. This Agreement constitutes the entire Agreement between the parties and supersedes any prior agreement. The Agreement may be amended only in writing and signed by both parties.

AUTHORIZED CONTACTS

Please designate the contacts within your organization that will be authorized to contact ASAP and request information regarding your payroll. This information includes making changes to payroll-related information including employee info, rate of pay, hours, company bank account, payroll reports, and other such payroll related matters. Should the following contact information change, please submit a request in writing and the information will be updated accordingly.

Primary Contact:

First, Last Name	Position	Phone	Email

Alternate Contacts:

First, Last Name	Position	Phone	Email
First, Last Name	Position	Phone	Email

Initials:_____

TERMS & CONDITIONS OF PAYROLL AND TAX PROCESSING SERVICES

ADDENDUM A TAX FILING OPTIONS

❒ **Full Tax Service:** Client agrees ASAP will act as the tax filing agent where required for IRS deposits, filings and correspondence on Client's behalf as it relates to payroll tax filings. ASAP accepts both responsibility and liability for the timely payment and report of Client payroll taxes but only based upon information furnished by 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 ASAP with respect to timely payments from escrowed funds, Client incurs a penalty or interest charge, then ASAP will pay whatever penalties and interest result from the error. Client understands that ASAP will not be responsible for penalties or interest due to missing, inaccurate, or incomplete information. Client further understands that ASAP is not responsible for taxes with respect to wages paid prior to the first live payroll processed by ASAP. ASAP does not assume liability for the improper payment of taxes or filing of returns due to incorrect tax identification numbers, improper State tax registration, or due to incorrect unemployment rates or deposit frequency information provided by client. Client authorizes ASAP to prepare, sign and file with proper taxing authorities all returns for payroll taxes on an ongoing basis.

OR

❒ **Tax Direct:** ASAP will generate Federal Tax (EFTPS) payments and State Tax payments to be withdrawn from Client's account on the tax due dates. Client is responsible for having the necessary funds available in the account on the date that the tax payments are to be withdrawn. Checks for payments of taxes that cannot be paid by electronic methods will be generated & mailed by ASAP. All Tax Direct clients must provide a signature authorization form allowing tax checks to be generated with client's signature. ASAP is not responsible for any penalties or interest for ASAP has no control whether funds are available to pay the necessary taxes. Client acknowledges that any returns provided Client by ASAP are for informational purposes only. Client agrees to review all returns to verify their accuracy.

THE TERMS AND CONDITIONS OF PAYROLL AND TAX PROCESSING SERVICES IS AGREED TO AND ACCEPTED AS FOLLOWS:

AGREED TO BY:

Client Legal Company Name _____

_____ _____

Signature **Date**

_____

Full Name (printed)

ACCEPTED BY:

ASAP Accounting and Payroll Services, Inc.

_____ _____

Signature **Date**

_____

Full Name (printed)