



Sales Code	Date	Assoc. #	Client #	Billing ID	Combined Acct. #
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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 <input type="checkbox"/> Q <input type="checkbox"/> A
SIC Code →	First Run Date → / /	Sales Tax State →	
Please Check Input Type ↓		Entity Change → <input type="checkbox"/> Y <input type="checkbox"/> N Previous Assoc/Client _____	Please Check Entity Type ↓
<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"/> IP Client		<input type="checkbox"/> C-Corporation	<input type="checkbox"/> Limited Partnership
			<input type="checkbox"/> Sole Proprietor
			<input type="checkbox"/> Non Profit Corporation
			<input type="checkbox"/> Trust

Services

* **Tax Option** → Full Tracker B Tracker C Non 1099 only Direct Deposits Advantage Checks Client Checks

* By checking the above "Tax Option" I understand section "1. Tax Filing Options" on page 2 of this Agreement. **Initials:** _____

Employer Type → 941 943 Household Schedule H 944 945 Backup Withholding 945 IRA Retirement

Federal Reporting Information: → Please attach a copy of the IRS frequency notification.

Fed ID #	→ Applied For	<input type="checkbox"/> Y <input type="checkbox"/> N	Date / /
Federal Filing Status Current Year (Select One) →	<input type="checkbox"/> Semiweekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Unknown <input type="checkbox"/> (Tax Dept. will default)
Federal Unemployment Tax (FUTA) →	<input type="checkbox"/> Exempt	<input type="checkbox"/> Taxable	

State Income Tax Withholding Information: → Please include a State Deposit Coupon.

State 1	State ID #	State 2	State ID #
Select <i>One</i> State Filing Frequency Below ↓		Select <i>One</i> State Filing Frequency Below ↓	
<input type="checkbox"/> Semiweekly	<input type="checkbox"/> Follows Fed	<input type="checkbox"/> Quarterly	
<input type="checkbox"/> Qtr Monthly	<input type="checkbox"/> Weekly	<input type="checkbox"/> Semimonthly	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Eighth Monthly	<input type="checkbox"/> NY 3 Day or <input type="checkbox"/> NY 5 Day	

State Unemployment Information: → 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

Other Tax Information: → Please attach a sheet in the same format for additional localities.

Locality	APSI Code #
Locality	APSI Code #

1. Is the client subject to MAHI? Y N → If no, year subject _____ Rate _____ % Client elects to not have MAHI withheld

2. Deposits for Federal Taxes will be made in which state? (Tax Tracker Clients Only) → _____

3. Are there wages to be converted Year to Date? Y N Wages to be converted Quarter to Date? Y N

Tax Deferred Plan Information:

Please Select Deferral Plan(s) → 401-K CODA 403-B TSA 408-K SARSEP 457 DFC 501-C PENSION
 408-P SIMPLE OTHER → Please attach complete information for this category

Do you have a Section 125 Cafeteria Pretax Plan? → Y N (Y only) → APSI Plan 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.

Y N

Corporate Officer/ Responsible Person (please print name)

Non Profit

Position

Address, City, State, ZIP Code

Social Security Number

Original start date current owner/entity

Previous ABSHI Account Name(s) & Number(s)

Current ABSHI Name(s) & Number(s)

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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.

Routing Number	Bank Account Number	Branch & Officer Name
()	()	
Telephone Number	Fax	E-mail

D. Additional Terms and Conditions

The additional terms and conditions of this Agreement (Rev. 2/09) 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

This Advantage Payroll Services, Inc., ("APSI") Payroll and Tax Processing Agreement ("Agreement") is entered into between APSI and the Company identified above ("Client"). The Agreement will continue until terminated in accordance with its provisions. Client employs APSI to provide the services set forth above ("Services"). The terms and conditions of this Agreement will also apply to any additional services which Client employs APSI to perform unless otherwise stated. APSI will not commence any of the Services until APSI receives all documents necessary to begin each of the Services and notifies Client of the date APSI will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have separate Service Effective Dates. **Until the Service Effective Date, Client will provide for itself the Services requested of APSI. APSI assumes no responsibility for Services prior to the Service Effective Date.**

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 Tax Services, Deposit Notices, or Tax Checks.

_____ **(1099 only)**

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. Client Contacts. Client will designate payroll contacts that will provide APSI with information and directives necessary for APSI to perform the Services (collectively "Client Information"). Client is responsible for the accuracy of Client Information provided by payroll contacts and/or Client.

3. Client Information. Client will execute and/or provide all documentation that APSI requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that APSI may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client will provide APSI with all necessary Client Information pertaining to Client's employees at least two banking days prior to a payroll check date. **Failure to provide Client Information timely may result in delayed remittance of wages, taxes, and garnishments, and an additional processing fee. APSI shall not be required to obtain authorization from Client to act on Client Information.**

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4. **Reliance on Client Information.** APSI will not be responsible for errors that result from APSI's reliance on Client Information.
5. **Review Reports.** Client will review all reports and documents provided by APSI and inform APSI of any inaccuracies within three (3) business days of receipt.
6. **Client Confidential Information.** "Client Confidential Information" will mean the name, social security number, address, bank, and wage information of Client and Client's employees provided to APSI by Client. APSI will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. APSI may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to: (i) perform or offer Services; (ii) offer additional products or services; (iii) perform analysis to determine Client's qualification to receive future services; and (iv) collect Amounts Due and may disclose Client's payment experiences with APSI to credit reporting agencies and supply vendor references on behalf of Client. APSI may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The obligations set forth in this section will not apply to any Client Confidential Information that: (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by APSI or that APSI lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure.
7. **Remit Reimbursement Amount.** Client agrees to remit funds to APSI representing the amount due to pay Client's employees, remit taxes, or pay garnishments ("Reimbursement Amounts") through an Electronic Funds Transfer (EFT), or such other payment method as required by APSI.
8. **Payment of Fees.** Client agrees to pay APSI fees for the Services, Reimbursement Amounts, and delivery charges (collectively "Amounts Due") which will be charged to Client's account through an EFT. APSI fees and delivery charges are subject to change, in Advantage's sole discretion, on written notice. Bills will be due in full upon presentation. Overdue account 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. Client waives any right to interest that may accrue on any amounts received by APSI.
9. Delivery and processing schedules will be as determined by the parties from time to time.
10. **Electronic Funds Transfer.** All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"). Client agrees (i) to follow NACHA, as they are amended from time to time; (ii) to assume the responsibilities of an initiator of EFTs; (iii) that it will not initiate any EFT that violates any law; and (iv) that APSI may identify Client to banks involved in the EFT. 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 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 of employees, taxing authorities or others ("Funding Deadline"). 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 APSI, tax payments, employee payments, and direct deposits.
11. **Payment by Wire Transfer or Other Method.** If APSI requires payment of Amounts Due by a wire transfer or other method, Client agrees to provide APSI with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
12. **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, APSI may take such action to collect Amounts Due, including, but not limited to, reissuance of the EFT. **If APSI is unable to confirm receipt of funds prior to the Funding Deadline, remittance of wages, garnishments, or taxes may be delayed.**
13. 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.
14. APSI shall be responsible only to the extent of correcting errors which are due to the breach of this Agreement. 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 APSI to reimburse Client or its employees for any interest or penalties assessed as a direct result of APSI's breach of the Agreement. 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.

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15. **Indemnification.** 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.

16. 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.

17. 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.

18. **Termination.** Except as otherwise provided, either party may terminate the Agreement upon thirty (30) days prior written notice. APSI may immediately terminate the Agreement, or a portion thereof, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) APSI, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iii) Client fails to have sufficient funds on the Funding Deadline; or (iv) APSI determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth herein this Agreement, including, but not limited to, its payment obligations.