



231 West 29th Street, Suite 503
New York, NY 10001
Phone: (212) 684-8827
Fax: (212) 684-6036
Email: info@basicpayllc.com

TERMS & CONDITIONS OF PAYROLL TAX PROCESSING

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Basic Pay LLC, (hereinafter known as Tax Agent) warrants, covenants, and promises to perform the services of payroll tax processing for _____ (hereinafter known as Client) according to the terms and conditions set forth herein and within the time provided for by the taxing authorities unless prevented from doing so by causes beyond reasonable control of Tax Agent. This service does not relieve Client of any duty imposed on Client by law to maintain records regarding Client's business or employees.

These terms and conditions shall become effective upon acceptance by Basic Pay LLC. And continues until either party elects to terminate this agreement by issuing to the other party, thirty-day written notification by certified mail/return receipt requested or registered mail, of its intent to terminate or until terminated otherwise provided for in this agreement.

Client agrees to provide complete and accurate master file data per Tax Agent's specifications, including required deposit and return history, if any, prior to the initiation of the service. Client agrees to verify all client master information and notify Tax Agent in writing of any required corrections prior to initiation of service. Client agrees to provide Tax Agent immediate written notification of any changes, additions, or deletions to Client master file information.

Client agrees to provide acceptable data transmission of payroll information no later than one (1) banking days prior to the payroll check date. Data received prior to 5:00 PM Eastern Standard Time is considered timely. Client agrees to authorize the ACH direct debit of all tax liabilities incurred from a defined checking account utilizing ACH transaction processing and to maintain sufficient funds in said account to cover all tax liabilities. Client agrees that all ACH direct debit transactions will be made one (1) banking day prior to check date. Adjustments required to accurately or timely process Client's tax liabilities are rendered and charged without prior notification to Client.

The term payroll tax processing as defined herein means; pay and deposit payroll taxes as required; prepare and file tax returns as required; provide Client with a quarterly reconciliation of funds transferred and deposited; provide Client with facsimile copies of returns filed and maintaining records of Client's tax account.

Tax Agent will deposit all amounts that Client transfers to Tax Agent for the purpose of paying tax liabilities to federal, state and local tax authorities in a tax trust account owned by Tax Agent. Tax Agent has the obligation to pay such tax liabilities (to the extent that the Client has deposited funds with Tax Agent) from the funds held or from other funds lawfully available to Tax Agent for that purpose. Funds held in the tax trust account will be segregated from other funds held by Tax Agent, but may be commingled with funds from other Clients that have been transferred to Tax Agent for the purpose of paying tax liabilities. Client agrees that any interest earned on funds held by the Tax Agent will be considered a portion of the fees charged the client for payroll tax processing and therefore will be considered earnings of Tax Agent.

Client agrees that fees charged by Tax Agent will be included in payroll processing fees. All fees will be charged to Client's invoice amount.

Page 1 Acknowledgement – Client _____ Date _____

Page 1 Acknowledgement – _____ Basic Pay LLC _____ Date _____



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Client’s failure to comply with any or all items contained within these terms and conditions terminates this agreement and relieves Tax Agent of any liability for the proper execution of payroll tax processing as defined in this document. Client understands that all services rendered by Tax Agent under the terms of the document shall be based upon information furnished by Client. Therefore, Client promises to indemnify and hold Tax Agent harmless for any claim against Client and/or Tax Agent arising out of use of information furnished by Client. The total liability of Tax Agent is limited to the correction of any error due to the gross negligence of Tax Agent.

The terms and conditions supersede any and all terms and conditions, warranties, or representations other than those contained within this document. The laws of the State of New York govern the terms and conditions above. Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including the Emergency Interim Relief Procedures) and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

AGREED TO:

ACCEPTED BY:

 Authorized Signature Date

 Authorized Signature Date
 Basic Pay LLC

 Name (Type or Print)

 Name (Type or Print)

 Client Legal Name

 Title

 Address

 City State Zip