



Welcome to American Payroll Company!

Enclosed you will find the forms required to setup your payroll account. **We have highlighted the areas requiring your signature.** We will contact you to complete the forms during your account setup, only your signature is required to get started.

In addition to these forms we need a **voided check** (not a deposit slip) and the **Federal Employer Identification Number.**

Feel free to call us with any questions at (877) 335-5457.

We look forward to working with you.

Sincerely,

Ericka Gray

1255 West Colton Avenue
Suite 533
Redlands, CA 92374
Tel: (877) 335-5457 Fax: (949) 203-2200
ericka@americanpayrollcompany.com

General Terms and Conditions

Agreement made by and between AMERIPAY, Inc. a CALIFORNIA Corporation (hereinafter referred to as SERVICE BUREAU) and _____, Inc. (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. *Cachet Banq:* SERVICE BUREAU uses a third party processor to initiate and process all bank transactions. CLIENT agrees to hold SERVICE BUREAU harmless from all loss, damages, and expenses (including reasonable attorney's fees) in connection with the services provided by the third party processor, Cachet Banq. By initialling here CLIENT acknowledges that SERVICE BUREAU uses Cachet Banq as its processor for all bank transactions. _____
3. *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.
4. *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.
5. *Disclaimer.* Except as specifically provided herein, there are no warranties expressed or implied, including but not limited to warranties of merchantability, or fitness for a particular purpose.
6. *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.
7. *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.
8. *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.
9. *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.
10. *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. 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.
11. *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.
12. *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.
13. *Applicable law.* This Agreement shall be governed by the laws of the State of CALIFORNIA and constitutes the entire agreement between the parties. The Agreement may be amended only in writing signed by both parties.
14. *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.

Agreement

The terms and conditions listed above are part of the Agreement and are incorporated herein by reference.

Client Name: _____

Accepted by: ERICKA L GRAY

Signature: _____

Of AMERIPAY INC

Tax Service General Terms & Conditions

- I. AMERIPAY INC. (“SERVICE BUREAU”) hereby agrees to collect payroll tax liabilities from the undersigned client (“Client”) and to receive and hold the funds in an account separate from SERVICE BUREAU’s general account. SERVICE BUREAU will deposit payroll taxes and prepare and file payroll tax returns, as required by the applicable taxing agencies, during the term of this Agreement. Client shall continue to be responsible for maintaining their own records, and this Agreement does not relieve Client of any of its tax reporting or payment liabilities.
- II. Client shall pay SERVICE BUREAU or its designee a service fee for the services described herein in accordance with the original price quote. However, quoted fees may be subject to change upon SERVICE BUREAU’s thirty (30) day written notification.
- III. Client shall immediately provide SERVICE BUREAU with copies of any notices or correspondence received from any taxing authority with respect to any tax return(s) or tax deposit(s) made by SERVICE BUREAU. Client shall immediately provide SERVICE BUREAU with notification of any changes that will affect the impound of funds and/or the depositing of payroll taxes or filing of returns. Client shall provide accurate payroll information to SERVICE BUREAU no later than (2) banking days prior to each payroll check date, unless a payroll check date were to fall on a Saturday, Sunday or a bank holiday, in such case the information must be provided no later than (3) banking days prior to the payroll check date.
- IV. SERVICE BUREAU may debit the account designated by Client in order to make the necessary payroll tax deposits and collect any fees due to SERVICE BUREAU. Client shall maintain a sufficient balance in said account to be readily available on Client’s payroll check date to cover all current payroll tax liabilities and/or charges to cover any NSF or service fees as agreed upon by SERVICE BUREAU and Client. If for any reason Client’s bank were to refuse to honor a payroll tax draft, a \$50.00 NSF fee and \$20 wire fee will be assessed to Client as SERVICE BUREAU’s reasonable costs. Under such circumstances, Client will immediately wire the dishonored payroll tax draft funds to SERVICE BUREAU by 12:00 PM PST and SERVICE BUREAU may immediately terminate this Agreement without written notice. In the event the funds are not wired by 12:00 PM PST on the date of the dishonored payroll tax draft, the CLIENT will incur an NSF fee of 10% of the NSF amount and all tax transactions related to the dishonored funds will be reversed. Should SERVICE BUREAU so terminate this Agreement, SERVICE BUREAU shall not be responsible or liable for making the then due or any future payroll tax deposits or filing of tax returns.
- V. The “General Terms and Conditions” are incorporated by reference into this agreement.
- VI. This Agreement shall have a continuous month to month term until terminated by either party by thirty (30) days prior written notice.
- VII. SERVICE BUREAU shall have no liability for failure to make deposits or filings if Client has not provided it with accurate and adequate information to make the necessary deposits or filings, or, if Client fails to maintain sufficient funds to cover such payroll tax obligations. In no event shall the liability of SERVICE BUREAU exceed the fees paid or payable by Client. In no event shall SERVICE BUREAU be liable for any incidental, consequential, special or punitive damages, penalties or attorney’s fees.
- VIII. This Agreement is entered into and shall be performed in the County of SAN BERNARDINO, State of CALIFORNIA. Venue for any action to enforce or construe this Agreement shall be proper only in the County of SAN BERNARDINO, State of CALIFORNIA.

SERVICE BUREAU:
AMERIPAY INC
(Payroll Company Name)

(Authorized Signature)

(Date)

ERICKA GRAY PRESIDENT
(Printed or Typed Name and Title)

CLIENT:

(Company Name)

(Authorized Signature)

(Date)

(Printed or Typed Name and Title)

Direct Deposit General Terms & Conditions

- I. AMERIPAY INC. (“SERVICE BUREAU”) hereby agrees to collect, hold and disburse direct deposit payroll transactions in compliance with Automated Clearing House regulations from the undersigned client (“Client”) via an account separate from SERVICE BUREAU’s general account. Client will be responsible for providing SERVICE BUREAU with accurate payroll information in a timely manner so as to allow SERVICE BUREAU to initiate direct deposit payroll transactions to a designated bank, the Federal Reserve Bank, or any financial institution processor necessary for direct deposit transmissions to occur during the term of this Agreement.
- II. Client shall pay SERVICE BUREAU or its designee a service fee for the services described herein in accordance with the original price quote. However, quoted fees may be subject to change upon SERVICE BUREAU’s thirty (30) day written notification.
- III. Client shall provide said information to SERVICE BUREAU no later than (2) banking days prior to each payroll check date, unless a payroll check date were to fall on a Saturday, Sunday or a bank holiday, in such case the information must be provided no later than (3) banking days prior to the payroll check date. In addition, Client shall immediately provide SERVICE BUREAU with notification of any changes that will affect the impound of funds and/or the transmission of payroll direct deposit transactions.
- IV. Client shall maintain a sufficient balance in said account to be readily available at least (2) banking days prior to Client’s payroll check date to cover all current payroll direct deposit transactions and/or charges to cover any NSF or service fees as agreed upon by SERVICE BUREAU and Client. If for any reason Client’s bank were to refuse to honor a payroll direct deposit transaction, a \$50.00 NSF fee will be assessed to Client as SERVICE BUREAU’s reasonable costs. Under such circumstances, SERVICE BUREAU may immediately terminate this Agreement without written notice. Should SERVICE BUREAU so terminate this Agreement, SERVICE BUREAU shall not be responsible or liable for making the then due or any future payroll direct deposit transactions.
- V. This Agreement shall have a continuous month to month term until terminated by either party by thirty (30) days prior written notice.
- VI. The “General Terms and Conditions” are incorporated by reference into this agreement.
- VII. Client agrees to review all related payroll information necessary to verify the complete accuracy of all employee’s direct deposit transmissions. If an error occurs, Client must notify SERVICE BUREAU within (1) banking day before the effective transmission date, in which case SERVICE BUREAU will only be liable for the retransmission of the direct deposit amounts. In no event shall SERVICE BUREAU be held responsible or liable for any direct deposit amounts, interest, wiring fees or additional damages or expenses of any kind, including but not limited to any incidental, consequential, special or punitive damages, penalties or attorney’s fees.
- VIII. This Agreement is entered into and shall be performed in the County of SAN BERNARDINO, State of CALIFORNIA. Venue for any action to enforce or construe this Agreement shall be proper only in the County of SAN BERNARDINO, State of CALIFORNIA.

SERVICE BUREAU:

AMERIPAY INC.

(Authorized Signature)

(Date)

ERICKA L GRAY PRESIDENT

(Printed or Typed Name and Title)

CLIENT:

(Company Name)

(Authorized Signature)

(Date)

(Printed or Typed Name and Title)



Check Signing Authorization

- I. The undersigned client (“Client”) hereby authorizes AMERIPAY, INC. (“SERVICE BUREAU”) to implement and utilize the facsimile of a computerized signature image to make an impression upon each payroll check prepared for the Client. Although SERVICE BUREAU will take precautionary procedures to help ensure the proper use of Client’s computerized signature image, Client must check the validity and accuracy of all checks and reports prepared by SERVICE BUREAU.
- II. Client shall pay SERVICE BUREAU a service fee for the services described herein in accordance with the original price quote. However, quoted fees may be subject to change upon SERVICE BUREAU’s thirty (30) day written notification.
- III. SERVICE BUREAU shall incur no liability for loss or damage sustained by Client as the result of, but not limited to, inappropriate or incorrect use of the computerized signature image or the checks said image is prepared on unless a SERVICE BUREAU employee causes damage as a direct result of fraudulent or dishonest activity, and said SERVICE BUREAU employee acts without the involvement or support of Client or Client’s employees or representatives. Client must also make any claim relating to the fraudulent or dishonest activity by a SERVICE BUREAU employee within (45) days of the date on the check in question. Otherwise, claims made after the (45) days will not be paid. All damages or loses not covered by this Agreement remains Client’s liability, and in no event shall SERVICE BUREAU be liable for any incidental, consequential, special or punitive damages, penalties or attorney’s fees.
- IV. The “General Terms and Conditions” are incorporated by reference into this agreement.
- V. This authorization shall remain in effect until revoked by the undersigned in writing so as to allow a reasonable amount of time for SERVICE BUREAU to act on such a revocation.
- VI. This Agreement is entered into and shall be performed in the County of SAN BERNARDINO, State of CALIFORNIA. Venue for any action to enforce or construe this Agreement shall be proper only in the County of SAN BERNARDINO, State of CALIFORNIA.

Printed or Typed Name and Title

Company

Signature

Date

Client Number

Please sign inside the appropriate box using a pen with thick, sharp black ink:

<p style="margin: 0;">Single Signature</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>	<p style="margin: 0;">Double Signature</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px; position: relative;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); border-top: 1px dotted black; width: 80%;"></div> </div>
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Bank Account Authorization Agreement

AMERIPAY INC (“SERVICE BUREAU”) or its designee is authorized by the undersigned client (“Client”) to implement and utilize the debit method (and/or corrections to previous debits) originated by check or electronic fund transfer for purposes of collecting from Client’s bank or other financial institution (“Financial Institution Account”) identified below (the “Account”) for its services and charges consisting of the following:

1. Direct deposit obligations under SERVICE BUREAU or its designee’s direct deposit service;
2. Payroll tax obligations under SERVICE BUREAU’s tax deposit and filing service;
3. Business tax deposit obligations for SERVICE BUREAU’s business tax depositing service;
4. Payment of SERVICE BUREAU’s fees for its services; and/or
5. Payroll obligations for SERVICE BUREAU’s official bank check service.

The Financial Institution is authorized by Client to comply with this authorization and debit the Account in accordance with the debit method originated by check or electronically as if initiated by client. This authorization shall remain in effect until revoked by the undersigned in writing and received by Financial Institution so as to allow a reasonable amount of time for all involved parties to act on it.

The “General Terms and Conditions” are incorporated by reference into this agreement. Client further agrees that if any debit or charge is dishonored by Financial Institution, whether with or without cause, Financial Institution shall have no liability with respect to such dishonor.

1. Bank Name, City, & State: _____ Routing & Transit Number: _____ Account Number: _____ <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Payroll Taxes <input type="checkbox"/> Business Taxes <input type="checkbox"/> Service Fees <input type="checkbox"/> Official Bank Checks <input type="checkbox"/> Other _____
2. Bank Name, City, & State: _____ Routing & Transit Number: _____ Account Number: _____ <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Payroll Taxes <input type="checkbox"/> Business Taxes <input type="checkbox"/> Service Fees <input type="checkbox"/> Official Bank Checks <input type="checkbox"/> Other _____
3. Bank Name, City, & State: _____ Routing & Transit Number: _____ Account Number: _____ <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Payroll Taxes <input type="checkbox"/> Business Taxes <input type="checkbox"/> Service Fees <input type="checkbox"/> Official Bank Checks <input type="checkbox"/> Other _____

_____ Printed or Typed Name and Title	_____ Depositor Name as Shown on Bank Records
Signature (must be authorized to sign on the accounts noted above)	_____ Date

If this agreement cannot be honored, please immediately contact ERICKA at (949) 350-0300.

Reporting Agent Authorization

► Information about Form 8655 is at www.irs.gov/form8655.

Taxpayer

1 a Name of taxpayer (as distinguished from trade name)		2 Employer identification number (EIN)
1 b Trade name, if any		4 If you are a seasonal employer, check here <input type="checkbox"/>
3 Address (number, street, and room or suite no.)		5 Other identification number
City or town, state, and ZIP code		
6 Contact person	7 Daytime telephone number	8 Fax number

Reporting Agent

9 Name (enter company name or name of business) AMERICAN PAYROLL COMPANY		10 Employer identification number (EIN) 20-4782566
11 Address (number, street, and room or suite no.) PO BOX 2032		
City or town, state, and ZIP code REDLANDS CA 92373		
12 Contact person ERICKA GRAY	13 Daytime telephone number 909-335-5457	14 Fax number 949-203-2200

Authorization of Reporting Agent To Sign and File Returns

15 Use the entry lines below to indicate the tax return(s) to be filed by the reporting agent. Enter the beginning year of annual tax returns or beginning quarter of quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 <u> X </u>	941 <u> X </u>	940-PR <u> X </u>	941-PR <u> X </u>	941-SS <u> </u>	943 <u> </u>
943-PR <u> </u>	944 <u> X </u>	945 <u> X </u>	1042 <u> </u>	CT-1 <u> </u>	

Authorization of Reporting Agent To Make Deposits and Payments

16 Use the entry lines below to enter the starting date (the first month and year) of any tax return(s) for which the reporting agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 <u> X </u>	941 <u> X </u>	943 <u> X </u>	944 <u> X </u>	945 <u> X </u>	720 <u> </u>
1041 <u> </u>	1042 <u> </u>	1120 <u> </u>	CT-1 <u> </u>	990-PF <u> </u>	990-T <u> </u>

Disclosure of Information to Reporting Agents

17 a Check here to authorize the reporting agent to receive or request copies of tax information and other communications from the IRS related to the authorization granted on lines 15, 16, and/or line 18

b Check here if the reporting agent also wants to receive copies of notices from the IRS

Disclosure Authorization

18 a The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning _____.

b The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning _____.

c The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Forms 3921 and 3922. This authority is effective for calendar year forms beginning _____.

State or Local Authorization

19 Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 15 and/or line 16

Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made. If line 15 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 16 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 15 and/or line 16, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

Sign Here

Signature of taxpayer _____ Title _____ Date _____