Accounting Unlimited, LLC

Payroll Service Agreement

THIS PAYROLL SERVICE AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between Susan Arnoldussen, of Accounting Unlimited, LLC (the "Payroll Service Provider.") and _____, of, _____ (the "Client")

RECITALS

A. WHEREAS, the Client desires to obtain certain Payroll Services from the Payroll Service Provider;

B. AND WHEREAS the Client agrees to engage the Payroll Service Provider as an independent contractor to perform such Services and the Payroll Service Provider hereby agrees to provide such services to the Client

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Services

The Payroll Service Provider hereby agrees to provide the following services chosen by the Client. (Initial all that apply)

_____ Compute employee withholdings and net pay
_____ Print payroll checks
_____ Provide direct deposit of payroll
_____ Compile payroll records
_____ Prepare and print W-2's
_____ Prepare and file quarterly/year end payroll tax forms
_____ Make tax deposits and payments on your behalf from specified account
_____ New hire reporting

The Payroll Service Provider shall conduct the Services in accordance with specifications set by the Client and the Payroll Service Provider shall at all times observe and comply with generally accepted book keeping and accounting standards and comply with all federal and state laws or regulations applicable to this Agreement.

2. Service Rates

The Payroll Service Provider and the Client hereby agree to the following employee rate schedule(s) initialed by the Client.

_____ Client agrees to a onetime charge of $100, up to 15 employees. (New Client Payroll Setup Fee)

_____ Client agrees to a onetime charge of $35/HR for over 15 employees. (New Client Payroll Setup Fee)

_____ Client agrees to a onetime charge of $50 (Direct Deposit Setup Fee)

_____ Client agrees that a $1.75 direct deposit fee will be debited from their account for each direct deposit transaction. (fees subject to change)

_____ Client agrees to pay for the first order of checks (minimum 250 checks ordered). Accounting Unlimited will pay the fee for reordering additional basic checks (no logo) as needed for payroll services.

_____ Client agrees to pay the fee for a logo printed on the checks, for each check order purchased.

Monthly Fees:

_____ Weekly Payroll Schedule
$135/Month - Up to 3 employees
$10/Month - Per additional employee

_____ Bi-Weekly / Monthly Payroll Schedule
$100/Month - Up to 3 employees
$5/Month - Per additional employee

Reporting Agent Fees:

_____ $100/Quarter - Prepare and file quarterly/year end payroll tax forms

_____ $50/Quarter - Make tax deposits and payments on your behalf from specified account

3. Standard of Performance

The Payroll Service Provider hereby agrees that it shall follow the highest professional standards in performing all Services to be provided under this Agreement.

4. Necessary information & Materials

Client will be solely responsible to supply the Payroll Service Provider all information, materials, data, and documents necessary to perform the Services agreed under this Agreement. Client acknowledges and agrees that the accuracy of financial information supplied to Payroll Service Provider is the sole responsibility of the Client. Payroll Service Provider shall not be held responsible for the production of inaccurate paychecks, financial statements, records, or any other financial reports if the financial data submitted by the Client is inaccurate. As a result of inaccurate information provided by the Client, which results in payroll corrections to be made for the Client, the Payroll Service Provider shall make corrections at a billing rate of $35/HR which will be included in the following payroll periods invoice.

Client Initial _____

5. Term

This Agreement is effective on the date written above and shall be in effect until the end of the 60 day period following the written termination notice.

6. Independent Contractor

Payroll Service Provider shall provide the Services as an independent contractor and shall not act as an employee, agent or broker of the Client. As an independent contractor, Payroll Service Provider will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Payroll Service Provider understands that Client will not withhold any amounts for payment of any taxes from Payroll Service Provider compensation.

7. Payment

During the term of this Agreement, the Client shall pay the Accountant for the monthly service fees under this Agreement by the 15th of each month, for the previous month's services.

Additional hours, sales/use tax preparation, and postage, will be billed at the end of the month and due by the 15th of the following month.

Additional hours, quarterly fees, and postage, will be billed at the end of the month/quarter and due by the 15th of the following month.

8. Expenses

The Client agrees to reimburse any pre-approved out of pocked expenses incurred by the Payroll Service Provider in connection with the Services, including, but not limited to, travel expenses, audit fees, tax fees, etc.

9. Confidentiality

Payroll Service Provider in the course of performing the Services hereunder may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Client and any data, documents, discussion, or other information developed by Payroll Service Provider hereunder and any other proprietary and trade secret information of Client whether in oral, graphic, written, electronic or machine-readable form. The Payroll Service Provider agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of client, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

10. Termination

(a) Either party may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party.

(b) If a party violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) day's notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement.

11. Assignment

Payroll Service Provider shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client and any attempt by Payroll Service Provider to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

13. Governing Law

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Wisconsin, USA.

14. Dispute Resolution

All disputes under this Agreement shall be settled by arbitration in Wisconsin before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

15. Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

16. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO PAYROLL SERVICE PROVIDER DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY CLIENT OR THE LIMITS OF THE ACCOUNTANTS PROFESSIONAL LIABILITY POLICY, WHICHEVER IS GREATED OF THE ERRORS AND OMMISSIONS POLICY THAT IS IN PLACE.

17. Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

18. Entire Agreement; Amendment:

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

19. Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

20. Captions

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

Client:

_____ (print)

_____ (sign)

Payroll Service Provider:

Susan Arnoldussen, Accounting Unlimited, LLC (print)

_____ (sign)