



New Company Information

Business Name: _____

DBA: _____

Address: _____

Primary Contact: _____

Phone# :() _____

Fax# :() _____

Email: _____

Secondary Contact: _____

Phone# :() _____

Fax# :() _____

Email: _____

Referral Source: How did you hear about our services? _____

Are there YTD Wages? Yes No

(If yes, we need reports by employee that show gross to net detail)

Would you like us to customize the chart of accounts for your general ledger?

Yes No

(If yes, we need a chart of accounts from accounting software)

Would you like us to process Michigan New Hire Reporting?

Yes No

Are there extra reports you would like? Yes No

Reports Requested: _____



Client Bank Account Information

Please attach a voided check or copy of check from payroll account.

Financial Institution: _____

Bank Routing Number: _____ CK Acct Number: _____

What check number would you like us to begin with? _____

IPS uses a trust account to process payroll. Your payroll amount, tax liabilities and payroll fees will be swept two business days before your pay date. Employee Hours must be reported to our bureau by noon 3 business days before your pay date.

Tax Information

Are you registered for payroll taxes? Yes No

If yes, please enter ID numbers below.

If not, do you want us to register for you? Yes No

Federal ID#: _____ - _____

State ID#: _____ - _____

State Unemployment #: _____

(Please provide copy of Current Year Rate Determination Letter)

Type of Business _____

(example; S-Corp, Corp, LLC, Sole Proprietor, non-profit, etc)



Payroll Schedule

1st Check Date: ____/____/____

Period Begin: ____/____/____ Period End: ____/____/____

Day of the week begin: _____ Day of the week end: _____

Payroll Frequency:

- Weekly
- Biweekly
- Semi-Monthly : 1st & 15th 15th & 31st Other
- Monthly

When the pay date falls on a holiday, adjust check date to first available day:

- Before Holiday After Holiday

When a pay date falls on a weekend, adjust check date to first available day:

- Before Weekend After Weekend

How would you like to report your employee hours to us?

- E-mail Fax Call In* Online SwipeClock

(*Call in only if under 10 ee's)

What day of the week will you report your employee hours? _____

(Please report by noon that day.)

Would you like us to show employee pay rates on next payroll worksheet?

- Yes No

(Some clients choose not to show pay rates for confidentiality purposes)

How would you like to receive payroll checks?

- Online Check Stubs
- Mail directly to the employees home
- Include with reports via mail or pickup

How would you like to receive your payroll reports?

- Online
- Regular Mail or Priority Mail
- UPS 2 Day Air or Overnight UPS
- Pickup at IPS office Pick-up Day & Time: _____

- Other _____

I N T E G R A T E D
PayrollServices



Payroll Service Agreement

Company Name _____

Federal ID Number _____ - _____

Basic Payroll Service:

IPS shall provide pursuant to the terms of this agreement payroll processing services and Client shall purchase from IPS such services. These services shall include a provision of payroll checks including payroll summaries, check registers and general ledger posting summary reports. Also, included are Federal and State tax deposits, and quarterly and year-end tax reporting to the appropriate governmental authorities.

I agree to the following general Terms and Conditions.

Print Authorized Officer's Name: _____

Authorized Officer's Signature: _____

Title: _____ Date: _____

1. **Term of Agreement.** IPS' performance of its service(s) under this Agreement, and any other IPS Service Agreement executed or specifically incorporated by reference under this Agreement by Client (hereinafter "the Agreements"), is subject to approval of Client's credit and shall begin upon the Implementation Date specified by IPS ("Implementation Date"). The Agreements shall continue until terminated by Client or by IPS in accordance with the provisions contained herein. Until the Implementation Date, Client shall continue to provide for itself the service(s) requested of IPS. IPS assumes no responsibility for services prior to the Implementation Date.
2. **Service(s) to be Performed.** Client hereby employs IPS to provide the Basic Payroll Service. Client acknowledges and agrees that IPS is not rendering legal, tax, or accounting advice in connection with the services to be performed.
3. **Confidentiality.** IPS agrees to hold in confidence all information relating to Client's assets, liabilities, business or affairs which is received by IPS in the course of rendering services.
4. **Payment.** Client hereby agrees to pay for all IPS service(s) within 30 days receipt of invoices generated by IPS. Fees are subject to change on written notice. IPS may, in its sole discretion, require a security deposit from the Client and Client hereby waives any right to interest, which may accrue on said security deposit.
5. **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.
6. **Client's Responsibility.** The Client agrees to accept the following obligations and responsibilities with respect to each service selected:
 - a. to execute all documentation needed by IPS to originate EFT transactions and to verify availability of funds in the Client's designated bank account;
 - b. to execute any other documents which may be required by IPS to perform its responsibilities under the Agreements, up to and including, where applicable, taking all necessary corporate action;
 - c. to review all reports and documents produced by IPS and forwarded to Client and to inform IPS of any inaccuracies therein;
 - d. to have available in Client's bank account, sufficient funds in collectible form to cover EFT transactions provided for in the Agreements or, at IPS' option, to make payment by wire transfer or such other payment method as required by IPS and to provide all information necessary to confirm receipt of the payment prior to the funding deadline; or

e. to provide IPS with all necessary information, including any changes thereto, pertaining to Client's employees; and to comply with any and all applicable federal, state, or local laws or ordinances.

7. **Client's Default.** Client shall be deemed in default of the Agreements in the event it fails to comply with its responsibilities as outlined in Section 4. In the event of a Client Default, IPS may, at its sole option, terminate the Agreements without notice and declare all amounts owed by Client to IPS immediately due and payable. Client agrees to promptly pay IPS for all services and to pay interest on the services at the rate of one and one-half percent (1 ½%) per month, or the maximum allowable to applicable law, until paid. In the event of a Client Default, Client agrees to indemnify and hold IPS harmless against any and all claims, losses, damages, or expenses and to pay IPS for all costs, losses, damages, or expenses incurred, including, but not limited to, reasonable attorney's fees, and EFT reissuance charges. IPS reserves the right to withhold any and all work in process or records in its possession in event of a default in payment.
8. **Refund/Adjustments.** Any Client request for refunds or adjustments will not be processed until verification is received by IPS that all outstanding fees, payments, and balances due to IPS have been paid.
9. **Termination.** Except as otherwise provided, Client may terminate the Agreements upon thirty (30) days prior written notice. IPS may immediately terminate the Agreements upon written notice for any reason, including but not limited to, the following events:
- Client is subject to receivership, bankrupt, or insolvent or takes the benefit of any act now or hereafter in force for bankrupt of insolvent debtors, or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise.
 - IPS, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client or that Client is unable to pay its debts as they become due in the ordinary course of business.
 - Any federal, state, or local legislation, regulatory action or judicial decision, which, in the sole discretion of IPS, adversely affects its interests under the Agreements.
- Termination of the Agreements pursuant to this Section 7 or Section 5 shall not relieve Client of any obligations set forth herein including, but not limited to, its payment obligations to IPS.

10. **Limitation of Liability.** IPS shall use due care in processing Client's work, but shall be responsible only to the extent of correcting errors which are due to IPS's machines, operators or programmers. In any event, IPS'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. IPS shall not be held liable for failure to provide the services herein if due to causes or conditions beyond its control. IPS 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 IPS its standard rates in effect for any additional work performed to correct such data for processing.
11. **Indemnification.** Client agrees to hold IPS 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 by IPS. IPS accepts both the responsibility and liability for the timely payment (Full Tax Service Only) and report of Client's payroll taxes but only based on information provided by Client and only to the extent of available funds. Should IPS fail to make timely payment of these funds, IPS will pay whatever penalties result for the error. However, IPS 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 Clients input. Therefore, IPS 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. IPS' responsibility will automatically terminate should Client funds be insufficient or otherwise to cover the net payroll, related taxes, and processing fees.
12. **Miscellaneous.** The laws of the State of Michigan shall govern the Agreements. Except as provided herein, any dispute arising out of or in connection with the Agreements, if not otherwise resolved, shall be determined by binding arbitration in Traverse City, Michigan, in accordance with the rules of the American Arbitration Association and any dispute arising out of or in connection with any other agreement between the parties may be consolidated into the same arbitration proceeding. However, IPS may, in its sole discretion, commence an action in any court of competent jurisdiction within the County of Grand Traverse, State of Michigan, for any monies due and owing from Client to IPS. Client hereby waives any jurisdictional defenses and submits to the exclusive jurisdiction of the Michigan courts. The parties agree that the prevailing party in arbitration or in any judicial proceedings be awarded costs and attorney's fees and that an Arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreements. This Miscellaneous provision shall survive the termination of the Agreements. The Agreements contain the entire understanding of the parties. The Client acknowledges that there have been no representations or warranties made by IPS or the Client, which are not set forth in the Agreements. IPS may modify any term of the Agreements by written notice to Client of such change and the effective date thereof. Client shall be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreements by written notice to IPS prior to the effective date of the change. If any provision of the Agreements or any portion thereof shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability for the remainder of the Agreements shall not in any way be affected or impaired.
13. **Assignability.** The Client may not assign the Agreements to any third parties other than successors, without the prior written consent of IPS. Any assignment made without such consent shall be null and void.



Tax Deposit Frequency Authorization

Client Name: _____

For Lookback Period: 2012 (Quarters 3, 4 of 2010 and Quarters 1, 2 of 2011)

Employers must pay their payroll taxes on a Next Day, Semi-Weekly or Monthly basis. To determine your tax deposit frequency, the IRS uses your tax liability incurred during the four-quarter lookback period (see example above). For instance, if your liability equaled or exceeded \$50,000 during the lookback period, then you are a Semi-Weekly Depositor. If your liability was less than \$50,000 during the lookback period, then you are a Monthly Depositor. The only exceptions to this determination are previously required next day tax deposits (i.e., a deposit exceeding \$100,000), or if your taxes were previously paid on a semi-weekly basis. Either exception would cause an automatic Semi-Weekly Depositor status.

Before Integrated Payroll Services, Inc. can process your payroll, we must know your correct deposit frequency. As such, you must provide us with the necessary documentation, initial the appropriate section, and sign below. If you are unsure of your deposit frequency, we suggest you consult a qualified tax professional. Please note that unless a section is initialed below and this form is properly signed at the bottom, our system will automatically process your payroll as a Semi-Weekly Depositor.

ONLY INITIAL THE ONE BOX THAT APPLIES TO YOUR COMPANY

Semi-Weekly:

_____ I. I either do not meet any of the conditions noted in boxes II through V below, or I previously deposited payroll taxes other than as a Monthly Depositor. As such, we qualify as a Semi-Weekly Depositor.

Monthly With Lookback Documentation:

_____ II. I am providing copies of our 941s from the lookback period. Since our tax liability during that period was less than \$50,000 and we have never deposited taxes differently, we qualify as a Monthly Depositor.

Monthly With IRS Letter:

_____ III. I am providing a copy of our current Federal Tax Deposit Requirements letter from the IRS. It states that we may follow the monthly rule for our tax deposits and we have not deposited taxes differently.

Monthly -- New Business:

_____ IV. I started my business during the following month _____ and year _____, and therefore do not have all of the 941s to meet the lookback requirements. I am providing any 941s that do apply. Since our tax liability during that period was less than \$50,000 and we have not deposited taxes differently, we qualify as a Monthly Depositor. (A copy of a completed SS-4 must be attached).

Monthly Without Lookback Documentation:

_____ V. I do not have the necessary documentation to prove that I am a Monthly Depositor, however, I know my tax liability falls within the guidelines set forth by the IRS.

By signing this authorization, I request Integrated Payroll Services, Inc. to assign the above initialed deposit frequency status to the company identified below and, as such, I will not hold Integrated Payroll Services, Inc., or any of its agents, responsible for any tax penalties incurred due to an incorrect deposit frequency status.

Printed or Typed Name and Title

Company Name as Registered With the IRS

Signature (must be authorized to sign for the company noted above)

Date

Federal ID Number (EIN)



Tax Service General Terms & Conditions

- I. Integrated Payroll Services, Inc. ("IPS") hereby agrees to collect payroll tax liabilities from the undersigned client ("Client") and to receive and hold the funds in an account separate from IPS's general account. IPS 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 IPS 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 IPS's thirty (30) day written notification.
- III. Client shall immediately provide IPS 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 IPS. Client shall immediately provide IPS 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 IPS no later than (3) 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 (4) banking days prior to the payroll check date.
- IV. IPS may debit the account designated by Client in order to make the necessary payroll tax deposits and collect any fees due to IPS. 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 IPS and Client. If for any reason Client's bank were to refuse to honor a payroll tax draft, a \$50.00 NSF fee will be assessed to Client as IPS's reasonable costs. Under such circumstances, IPS may immediately terminate this Agreement without written notice. Should IPS so terminate this Agreement, IPS shall not be responsible or liable for making the tax deposits then due or any future payroll tax deposits or filing of tax returns.
- V. This Agreement shall have a continuous month to month term until terminated by either party by thirty (30) days prior written notice.
- VI. IPS 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 IPS exceed the fees paid or payable by Client. In no event shall IPS be liable for any incidental, consequential, special or punitive damages, penalties or attorney's fees.
- VII. This Agreement is entered into and shall be performed in the County of Grand Traverse, State of Michigan. Venue for any action to enforce or construe this Agreement shall be proper only in the County of Grand Traverse, State of Michigan.

INTEGRATED PAYROLL SERVICES, INC.:

CLIENT:

(Authorized IPS Signature and Date)

(Company Name)

(Printed or Typed Name and Title)

(Authorized Signature)

(Date)

(Printed or Typed Name and Title)



Direct Deposit General Terms & Conditions

- I. Integrated Payroll Services, Inc. ("IPS") 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 IPS's general account. Client will be responsible for providing IPS with accurate payroll information in a timely manner so as to allow IPS 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 IPS a service fee for the services described herein in accordance with the original price quote. However, quoted fees may be subject to change upon IPS's thirty (30) day written notification.
- III. Client shall provide said information to IPS no later than two (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 three (3) banking days prior to the payroll check date. In addition, Client shall immediately provide IPS 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 two (2) banking days prior to Client's payroll check date to cover all current payroll direct deposit transactions and/or changes to cover any NSF or service fees agreed upon by IPS 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 IPS's reasonable costs. Under such circumstances, IPS may immediately terminate this Agreement without written notice. Should IPS so terminate this Agreement, IPS 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. 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 IPS within (1) banking day before the effective transmission date, in which case IPS will only be liable for the retransmission of the direct deposit amounts. In no event shall IPS 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.
- VII. This Agreement is entered into and shall be performed in the County of Grand Traverse, State of Michigan. Venue for any action to enforce or construe this Agreement shall be proper only in the County of Grand Traverse, State of Michigan.
- VIII. If a payroll should require expediting services, such as one-day or same day sweeping of funds, the Client is responsible to have funds available in account. If an NSF were to occur, Clients will be charged a \$100.00 NSF fee in addition to a fee of 10% of the total payroll. All employees' net pay will also be recalled and reissued at the expense of the Client.

INTEGRATED PAYROLL SERVICES, INC.:

CLIENT:

(Authorized Signature and Date)

(Company Name)

(Printed Name and Title)

(Authorized Signature)

(Date)

(Printed Name and Title)

Reporting Agent Authorization

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)		10 Employer identification number (EIN)	
INTEGRATED PAYROLL SERVICES, INC.		38-3201542	
11 Address (number, street, and room or suite no.)			
1240 E. 8TH ST.			
City or town, state, and ZIP code			
TRAVERSE CITY, MI 49686			
12 Contact person	13 Daytime telephone number	14 Fax number	
TINA LALONE	231-935-0225	231-935-1483	

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>2012</u>	941	<u>03/2012</u>	940-PR	_____	941-PR	_____	941-SS	_____	943	_____
943-PR	_____	944	_____	944-PR	_____	944-SS	_____	945	_____	1042	_____
CT-1											

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>03/2012</u>	941	<u>01/2012</u>	943	_____	944	_____	945	_____	720	_____
1041	_____	1042	_____	1120	_____	CT-1	_____	990-PF	_____	990-T	_____

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 line 15 and/or line 16

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

Form W-2 series or Form 1099 series 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 2012.

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 2012.

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

Payroll Service Provider Combined Power of Attorney Authorization and Corporate Officer Liability (COL) Certificate for Businesses

Issued under authority of the Revenue Act, P.A. 122 of 1941, as amended. Filing is voluntary.

Complete this form if you wish to appoint someone to represent your business to the State of Michigan for withholding tax matters.

Taxpayer Name		Account No./Federal Employer ID No. (FEIN)
Address (Street or RR#)		
City, State, ZIP Code		
Contact Person		Telephone Number
Payroll Service Name INTEGRATED PAYROLL SERVICES, INC.		
Address (Street or RR#) 1240 E. 8TH ST.		
City, State, ZIP Code TRAVERSE CITY, MI 49686		
Contact Person TINA LALONE		Telephone Number (231) 935-0225

Effective 1/1/2012 (mo/day/yr), the above-named payroll service provider/individual is authorized to represent my business and receive information in reference to all Treasury income tax withholding matters until I notify the Michigan Department of Treasury in writing that this Power of Attorney is revoked.

Taxpayer's Power of Attorney Authorization

Must be signed by an authorized representative of the business. I certify that I have the authority to execute this Power of Attorney.

Signature		Date
Type or Print Name	Title	

Please be aware of officer, member or partner liability as provided in Michigan Compiled Laws 205.27a(5):

"If a corporation, limited liability company, limited liability partnership, partnership, or limited partnership liable for taxes administered under this act fails for any reason to file the required returns or pay the tax due, any of its officers, members, managers, or partners who the department determines, based on either an audit or an investigation, have control or supervision of, or responsibility for, making the returns or payments is personally liable for the failure....."

CERTIFICATION

Corporations, partnerships, LLP's or LLC's must complete this section before this form can be processed. This officer, member or partner certification must be resubmitted when there is a change in the individual responsible for filing and/or paying Michigan taxes.

Signature of Corporate Officer, Partner, or Member responsible for reporting and/or paying Michigan taxes		Date
Type or Print	Title	

If you have any questions, please contact the Michigan Department of Treasury at (517) 636-4660. You may fax this form to (517) 636-4520, or mail to: Michigan Department of Treasury
P.O. Box 30778
Lansing, MI 48909-8278