

## Payroll powered by:



## **Payroll Services Agreement**

| Between Millennial Mountain Corp, Inc., hereinafter "Payroll City and |  |
|---|--|
| hereinafter "Client."   |  |

#### 1. TERM

a. The term for this contract shall be continuous from the date this document is executed until terminated in writing, unless otherwise specified here.

#### 2. SERVICES AND FEES

- a. Client authorizes Payroll City to provide payroll services, including check calculations, check printing, payment of payroll taxes, filing of payroll reports in behalf of Client and other payroll related activities. Client authorizes Payroll City to debit their bank account for taxes, direct deposits, and fees.
  - i. OPTIONAL NO TAX PAY- If this box is checked, Client **does not** opt for Payroll City to make tax deposits. Client will be responsible for all tax deposits and tax reporting. Payroll City will not debit Client's account for taxes, but will debit for service fees as they incur. Payroll City will provide Clients with quarterly reports. Client understands additional charges may apply when opting out of tax pay.
- b. Services can be added or deleted either verbally or in writing. Verbal changes and/or instructions regarding payroll processing or services are binding. Additional services may increase fees. Payroll City base fees are charged for every *scheduled* payroll regardless of whether an actual payroll run occurs.
- Any credit earnings or interest earned on funds deposited by Client with Payroll City will be for the benefit of Payroll City.

## 3. CLIENT RESPONSIBILITIES

- a. Accuracy- Completeness and accuracy of all information is the responsibility of the Client. The Client understands that they may edit, review, and update information online. Client certifies that information is accurate at the time of submission to Payroll City. The Client may have Payroll City enter payroll information but it remains the responsibility of the Client to review all final payroll reports for accuracy. Payroll information is considered accurate unless Client informs Payroll City otherwise within one (1) business day. This includes but is not limited to employee information, earnings, deductions, accruals, company and other information. Client must regularly compare all reports on credits or debits initiated by Payroll City to Client's records and promptly notify Payroll City of any discrepancies.
- b. <u>Tax Notices-</u> Client is responsible to notify Payroll City immediately upon becoming aware of any payroll related tax notices, letters or changes including but not limited to rate changes, payment frequency, reporting requirements, etc. Failure to do so may result in additional costs and/or penalties.
- c. <u>Insufficient Funds (NSF)-</u> Client guarantees that all payroll funds will be available and released in their bank account at the time of payroll submission to Payroll City. *If good funds are not available, Client agrees to pay a fee of \$100 plus 2% of the debit amount, and a fee of \$50 for each funded direct deposit.* Client acknowledges that insufficient funds may prevent federal and state tax deposits and/or direct deposit paychecks. Client also agrees to reimburse Payroll City for all such NSF items, plus associated costs, including but not limited to, additional interest and attorney fees.
  - Client understands Payroll City will disperse collected funds in the following order of priority:
     1) Payroll City fees 2) Direct deposits 3) Tax Payments
- d. <u>Setup and ongoing payroll services</u>- Client shall provide Payroll City with all documentation that Payroll City requires to perform its responsibilities. Payroll City may process payroll, but cannot make tax payments until the Client has provided the appropriate agency identification numbers. Failure to provide Payroll City with the correct and timely information may result in late payments, tax filing penalties, interest and additional charges, including additional Payroll City fees.
- e. <u>Missing or inactive tax IDs</u>- Payroll City will charge an additional \$50 per payroll if Client has missing or invalid tax ID numbers or if an account is not properly activated or set up with the appropriate taxing agency.

- f. <u>Authorized Contacts-</u>Client will inform Payroll City of all authorized personnel who may speak with Payroll City regarding their account. Client is responsible for managing web access accounts utilizing the Payroll City online system.
- g. <u>Submission time frame</u>- Unless otherwise specified, payroll information must be submitted by 3:30 MST at least one day prior to the check date. If Client utilizes direct deposit, this submission time frame will be advanced to 4 banking days. See Section 4 below.
- h. <u>Authorizations-</u> By executing this contract, the Client authorized Payroll City to schedule and make direct debits from Client's designated bank account for payrolls, taxes, direct deposits and payments for its services. Client agrees to provide Payroll City with proper documentation to arrange and make direct payment ACH fund transfers and all necessary employee direct deposit fund transfers as applicable. Client authorizes Payroll City to perform duties for and in behalf of the Client according to industry standards and applicable law. Client authorizes Payroll City to verify available funds by speaking directly with their designated bank.
- i. ACH- Client agrees to adhere to NACHA rules and requirements.

#### 4. DIRECT DEPOSIT REQUIREMENTS

- a. Client understands that utilizing the direct deposit option requires advance funding and may be subject to the acceptance of Client's credit and the approval of the Originating Depository Financial Institution (ODFI) and/or its agent that will be originating instructions on Payroll City's behalf. Client agrees to the terms of this agreement and the terms and conditions of the ODFI and/or its agent and services will begin on the implementation date and will continue until terminated.
- b. All payroll information must be provided by 3:30 MST at least four banking days in advance of the payroll date. Timeframe excludes weekends and all banking holidays. The timeframe can be shortened if client provides Payroll City with a drawdown authorization or a pre-funded account. Failure to submit timely may result in delayed direct deposits and/or checks.
- c. At Payroll City's sole option, Client may be required to fund a payroll file by wire transfer (drawdown). The Client will be responsible for payment of wire transfer charges which may be assessed by Payroll City or Client's bank. Payroll City will, and Client hereby authorizes Payroll City to initiate debits or reverse wire transfers to Client's bank account prior to each pay date for Client's payroll and credit the bank accounts of Client's employees and others to be paid by Client by direct deposit payment on the pay date (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof.
- d. Client will also obtain a written authorization (Direct Deposit Authorization) from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to Payroll City. Client will indemnify and hold Payroll City harmless from any and all claims or loss associated with incorrect depository or account information (including, but not limited to liabilities, legal costs, expenses, incidental, consequential, or punitive damages).

#### 5. REFUND/ADJUSTMENTS.

a. Any refunds/adjustments will not be processed by Payroll City until verification is available that good, collected and the final funds from Client are in Payroll City's account.

#### 6. DEFAULT; TERMINATION.

a. Payroll City shall have the right, at its option, to terminate this Agreement immediately without prior notice to Client if (a) Client's Account is not funded as required by this Agreement and as a result any debit to Client's Account is returned to Payroll City or ODFI and/or its agent; (b) Client fails to pay any sum due to Payroll City due hereunder or perform any obligation required to be performed hereunder; (c) Client files or has filed against it a petition for bankruptcy or becomes insolvent or has a substantial portion of its property become subject to levy, execution or assignment; (d) ODFI and/or its agent notifies Payroll City that it is no longer willing to originate debits and credits for Client for any reason; (e) Payroll City's agreement with ODFI and/or its agent is terminated. If Payroll City terminates this Agreement, Payroll City's obligation under this Agreement shall cease and Payroll City's sole responsibility to Client shall be to return to Client any payroll funds then held by Payroll City after the deduction of all fees and expenses due Payroll City, ODFI and/or its agent.

#### 7. HOLD HARMLESS

a. Client agrees to hold Payroll city, its parent Company and/or affiliates, harmless in the event of penalties, fines, and/or assessments resulting from errors or omissions on the part of the Client, or Client's payees, employees, or

agents. This includes inaccurate payroll submissions, inaccurate or late tax payments that Client is required to make, failure to report errors or discrepancies timely, insufficient funds, incomplete or erroneous information.

 Payroll City employees do not provide legal advice. Client acknowledges that conversations with Payroll City employees are not to be construed as legal advice.

#### 8. INDEMNIFICATION: LIMITATIONS

- a. INDEMNIFICATION Client shall indemnify and hold harmless Payroll City from and against any loss, liabilities, claims or damages, including attorneys' fees, arising from any breach by Client of the terms and conditions of this Agreement or any fraudulent or dishonest acts or omissions of Client or Client's Payees, employees or agents involving Client use of the Service.
- b. REIMBURSEMENT Client acknowledges that Payroll City is acting solely in the capacity of data processing agent and is not a source of funds for Client. Client shall be liable for each debit initiated by Payroll City, whether by electronic entry or wire transfer. Client promises to pay Payroll City on demand the amount of any unfunded direct deposit file, with interest, and all Payroll City or third party fees or charges including, without limitation, any debit returned to Payroll City due to insufficient or uncollected funds or for any other reason.
- c. LIMITATION OF LIABILITY Payroll City's sole liability to Client or any third party hereunder shall be for claims arising out of errors or omissions in the Services caused solely by Payroll City, and the sole remedy shall be to furnish a correct advice of deposit, and/or corrected or reversal debit or credit entry, as the case may be; provided that, in each case Client advises Payroll City no later than one business day after the occurrence of such errors or omissions. Payroll City makes no warranty, representation or promise to Client in connection with this agreement, and disclaims all express or implied warranties, including any implied warranties with respect to the services. In no event shall Payroll City or its agents be liable for any indirect, special, incidental, consequential, or punitive damages, including loss of anticipated profits or other economic loss, to Client or third persons, whether such damages result from Payroll City's breach of this agreement, breach of warranty, its negligence or that of its agents.

#### 9. PERSONAL GUARANTEE

a. Should Client not reimburse Payroll City for funds advanced by Payroll City in good faith, the Officers of said Client agrees to be personally liable for all amounts owed to Payroll City, including interest and service charges.

#### 10. CONTRACT MODIFICATION

- a. Client will notify Payroll City immediately of any change to its legal structure or any information which may impact of affect the terms of this agreement. (Examples: ownership changes, account changes, bankruptcy)
- b. It may be necessary to amend this Services Agreement. Amendments delivered in writing to the Client or Client's representative will serve as notice and be made part of this document. Notice can be made by either paper or electronic means.

## 11. PARTNER RELATIONSHIPS

a. If Client receives the payroll services through a 3<sup>rd</sup> party relationship between Payroll City and a Partner, Client gives Payroll City permission to share any and all payroll information with Partner or its representatives.

#### 12. EXCLUSION OF WARRANTIES

- a. Client hereby acknowledges that Payroll City has no control over internet-related and server conditions that may affect its software. Client hereby acknowledges that Payroll City has made no representation or warranty, express or implied, with respect to: (i) the suitability of its services for the purposes or uses of Client, or (ii) the merchantability or fitness for a particular purpose. Payroll City shall not be liable to Client, and Client hereby assumes all risk and waives all claims against Payroll City, irrespective of any damages suffered by Client, whatsoever, in connection with Client's use of the Payroll Software (whether based upon contract, tort, negligence, warranty, product liability, strict liability, and/or otherwise and whether or not Payroll City has been notified of the possibility of such damage) resulting from, or arising out of, Payroll City's Services or Client's use of the Payroll Software.
- b. In no event shall Payroll City be liable to the Client for any indirect, special, incidental or consequential damages arising out of or related to this agreement or the performance or breach thereof, even if Payroll City has been advised of the possibility of such damages. Payroll City's entire liability to the Client under this agreement shall be limited to, at Payroll City's option, re-performance of the services, credit toward future services or refund. In all instances, the aggregate, total liability of Payroll City under this agreement, if any, shall not exceed the total amount actually paid by Client to Payroll City under this agreement for the prior 12 months or \$1,000.00, whichever is less.



## 13. GOVERNING LAW; DISPUTE RESOLUTION

a. This Agreement is governed by Colorado law, without regard to any state's conflict of law principles. In the event that any dispute arises between the Parties concerning this Agreement, each party shall submit written information concerning the dispute to the other party and try to resolve the dispute between them. If, within 90 days, the Parties fail to resolve the dispute, the dispute shall be submitted for mediation in El Paso County, Colorado before further action may commence. The Parties shall mutually agree on a mediator. If the Parties fail to agree on a mediator, the dispute will be submitted to the Judicial Arbiter Group ("JAG") in Colorado Springs or Denver, Colorado and if the Parties fail to agree on a mediator within JAG, JAG will appoint the mediator. If the Parties fail to resolve the dispute within thirty (30) days of the mediation, either Party may bring an action in a federal or district court exclusively located in or having jurisdiction over El Paso County, Colorado. The court in any such action shall award the prevailing Party its reasonable attorney's and expert witness fees incurred in such action (including without limitation the costs, expenses and fees for any appeals) payable by the non-prevailing Party.

| <del></del>                   |         |
|-------------------------------|---------|
| Corporate/Legal Name          |         |
|                               |         |
| <b>&gt;</b>                   |         |
| Printed Name                  | Title   |
|                               |         |
| <b>→</b>                      |         |
| Signature of Corporate Office | er Date |

Keep one document for your records. Return one signed document to Payroll City

518 N Chelton Rd. Ste 200, Colorado Springs, CO 80909 • Ph:719-260-9933 • Fx:719-260-9934 E-mail: admin@payrollcity.com



## **Startup Information**

## **Please Print Clearly**

Please fill out entire form (Instructions attached)

| COMPANY INFORMATION (must s          | select one)                             | CORPO                                 | ORA <sup>-</sup> | TION            |         | LC S                       | SOLE F  | ROPRI      | ETOR          |            | OTHER           |   |
|--------------------------------------|---|---------------------------------------|------------------|-----------------|---------|----------------------------|---------|------------|---------------|------------|-----------------|---|
| Legal Name                           |   |                                       |                  |                 | C       | dba                        |         |            |               |            |                 |   |
|                                      |   |                                       |                  |                 |         |                            |         |            |               |            |                 |   |
| Address                              |   |                                       |                  |                 | 5       | Shipping Addre             | ess     |            |               |            |                 |   |
| City                                 |   |                                       |                  |                 |         | State                      | 7in     |            |               |            |                 |   |
| City                                 |   |                                       |                  |                 | 3       | State                      | Zip     |            |               |            |                 |   |
| Business Phone                       | Busine                                  | ss Fax                                |                  |                 | Owr     | ner Email:                 |         |            |               |            |                 | ☐E-Reports<br>☐E-Reminders              |
| Owner Name                           | Owner                                   | r Cell (carrier needed for texts)     |                  | 1               |         |                            |         |            |               |            | Texts (Carrier) |   |
|                                      |   | , , , , , , , , , , , , , , , , , , , |                  | Rep             | Email:  |                            |         |            |               |            | ☐E-Reports      |   |
| Company Rep                          | Rep Ce                                  | II (carrier need                      | ded for t        | texts)          |         |                            |         |            |               |            |                 | ☐ E-Reminders<br>☐ Texts (Carrier)      |
|                                      |   |                                       |                  |                 |         |                            |         |            |               |            |                 |   |
| TAX ACCOUNTANT INFORMATI             |   |                                       |                  |                 |         |                            |         |            |               |            |                 |   |
| Accountant Name                      | Accountant                              | Phone                                 |                  |                 | Acco    | ountant Email              | (they w | II receive | e-repo        | orts)      | Au              | thorized to Contact and receive Payroll |
|                                      |   |                                       |                  |                 |         |                            |         |            |               |            | infor           | mation and reports                      |
| PROCESSING INFORMATION               |   |                                       |                  |                 |         |                            |         |            |               |            |                 |   |
| Pay Frequency (MUST MARK ONE)        | ☐ Week                                  | у (                                   | Bi               | -Weekly         |         | Semi-N                     | 1onthly | <i>'</i>   | Mo            | onthly     |                 | uarterly                                |
| Pay Period 1                         | From                                    |                                       |                  |                 | То      |                            |         |            |               | Check Date | е               |   |
| Pay Period 2                         | From                                    |                                       |                  |                 | То      |                            |         |            |               | Check Date | 9               |   |
| Anticipated First Payroll Check Date | P Days between pay period end & check d |                                       | late (5          | -7 for Direct D | eposit) |                            | Wee     | kend Checl | $\overline{}$ | Calit      |                 |   |
| TAX INFORMATION                      |   |                                       |                  |                 |         |                            |         |            |               | Before     | After           | Split                                   |
| FEIN#                                |   |                                       |                  | Tax [           | Denosi  | it Frequency               | Sei     | ni-Wee     | klv           | Monthly    | You are res     | sponsible to notify                     |
|                                      | 941                                     | . 943                                 | 944              |                 |         | , if incorrect penalties   |         |            | ,             |            | Payroll City    | of any changes in writing               |
| State Withholding ID                 | Tax State                               |                                       |                  | Local Taxii     | ng Dist | trict                      |         |            | Local         | ID         |                 |   |
| SUI/SUTA ID (Unemployment)           | Combined R                              | ate                                   | _                | SUI Base R      | Rate    |                            |         |            | SUI Si        | urcharge   |                 |   |
|                                      |   |                                       |                  |                 |         |                            |         |            |               |            |                 |   |
| Other Taxes                          |   |                                       |                  |                 |         |                            | I       | -          | _             |            |                 | current year                            |
| A                                    |   |                                       | ••••             | 1 1             |         |                            | 1656    | •          |               |            |                 | ly Reports                              |
| Accounts with missing ID nu          | mbers (w                                | -                                     |                  |                 | _       | an addition<br>priate taxe |         | per pa     | ayroll        | untii we   | nave tr         | ie numbers                              |
| BANK INFORMATION                     |   |                                       |                  |                 |         |                            |         |            |               |            |                 |   |
| Bank Name                            | Co                                      | ntact                                 |                  |                 |         |                            |         | Phone      | 2             |            |                 |   |
|                                      |   |                                       |                  |                 |         |                            |         |            |               |            |                 |   |
| Routing #                            |   | Acct#                                 |                  |                 |         |                            |         |            |               |            | Starting        | Check #                                 |
|                                      |   |                                       |                  |                 |         |                            |         |            |               |            |                 |   |

## Please attach a VOIDED CHECK

NO DEPOSIT SLIPS – THE ROUTING NUMBER MAY NOT BE CORRECT



## Pay as you go Workers Comp

Please fill out the information below to setup for this service.

| Policy #:             | Effective Date: |  |
|-----------------------|-----------------|--|
| Insurance<br>Carrier: |                 |  |
| Agency Name:          |                 |  |
| Agent Name:           |                 |  |
| Agent Address:        |                 |  |
| Agent Phone:          |                 |  |

## List the class codes you use for your business:

| Description (for convenience): | WC Class Code: | Amount/\$1,000: |
|--------------------------------|----------------|-----------------|
|                                |                |                 |
|                                |                |                 |
|                                |                |                 |
|                                |                |                 |
|                                |                |                 |
|                                |                |                 |
|                                |                |                 |
|                                |                |                 |
|                                |                |                 |



## **Startup Information**

Please Print Clearly

## **Selected Services**

| Company Name   |
|--|
| Primary Submission Method Phone Fax Email Website Exchange File Direct Deposit Automatic Check Signing *Be sure to provide signature 100% Direct Deposit (emailed reports only) Remote Check Printing (emailed reports only) Pressure Sealed Checks Vacation/PTO Tracking (attach company policy if available, setup fees apply) Starts accruing on: Hire Date Days from hire (specify) Please specify how Vacation will be paid Per Paycheck Per Hour Worked Other (specify) (hours) after (length of employment) (hours) after (length of employment) (hours) after (length of employment) |
| Job CostingPayout Checks (check all that apply)Garnishments *Client is responsible to send checks to appropriate agenciesWorker's CompOtherIndependent Cost Centers with Parent/Child relationship   |
| Departments (List)   |
| Automatic Minimum wage adjustment:Wage to Min (or)Tip to Min   |
| INTEGRATIONS   |
| Timeclock IntegrationQuickBooks Interface (additional fees apply) Custom Integration   |

# (Rev. August 2014)

Department of the Treasury Internal Revenue Service

**Reporting Agent Authorization** 

▶ Information about Form 8655 and its instructions is at www.irs.gov/form8655.

OMB No. 1545-1058

| Taxpa  | ayer  |  |   | <del></del>   |
|--|---|--|---|---|
|  | Name of taxpayer (as distinguished from trade name  | (a)  |   | 2 Employer identification number (EIN)  |
| 1 b  | Trade name, if any  |  |   | 4 If you are a seasonal employer, check here  |
| 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 telepho  | ne number   | 8 Fax number  |
| Repo   | rting Agent   |  |   |   |
| 9  | Name (enter company name or name of business)   |  |   | 10 Employer identification number (EIN)   |
|  | Millennial Mountain Corp dba Payr   | oll City   |   | (2017)  |
| 11   | Address (number, street, and room or suite no.)   | Oil Oily   |   |   |
| • • •  | 518 N Chelton Rd. Ste. 200  |  |   |   |
|  | City or town, state, and ZIP code   |  |   |   |
|  | Colorado Springs, CO 80909  |  |   |   |
| 12   | Contact person  | 13 Daytime telepho   | ano numbor  | 14 Fax number   |
| 12   | Kathleen Fox or Jeffrey Fox   | 719-260-9  |   | 719-260-9934  |
| Autha  | prization of Reporting Agent To Sign and  |  |   |   |
| 15   | Use the entry lines below to indicate the tax return(s) to be fit ax returns. See the instructions for how to enter the quarter   | led by the reporting ager  | nt. Enter the beginning year o  | f annual tax returns or beginning quarter of quarterly  |
|  | 940 01/2016 941 01/2016 940   | _PR (  | 941-PR 9  | 41-SS 943 <b>01/2016</b>  |
|  |   |  |   | T-1   |
|  | 340 TT 340  |  |   | · · ·   |
| Autho  | prization of Reporting Agent To Make De   | posits and Pavr  | nents (Caution: See   | Authorization Agreement   |
| 16   | Use the entry lines below to enter the starting date (the first   | <u> </u>   | •   | ,   |
|  | payments. See the instructions for how to enter the month   |  |   |   |
|  | 940 01/2016 941 01/2016 943   | 01/2016  | 944 01/2016 9   | 45 720  |
|  |   |  |   |   |
|  | 1041 1042 112   | 0  | CT-1 9  | 90-PF 990-T   |
| Discl  | osure of Information to Reporting Agent   | <u> </u>   |   |   |
| 17a  | Check here to authorize the reporting agent to recei  |  | of tax information and otl  | per communications from the IRS related   |
| 11 a   | to the authorization granted on lines 15, 16, and/or li   |  |   |   |
| b  | Check here if the reporting agent also wants to recei   |  |   |   |
| b  | offect field if the reporting agent also wants to rece  | ive copies of flotices   |   |   |
| Discl  | osure Authorization   |  |   |   |
|  |   | via a confidential town  | aver information from th  | DC to assist in vacconding to coutsin IDC   |
| 18 a   | The reporting agent is authorized to receive otherv   |  | •   |   |
|  | notices relating to the Form W-2 series information r   | •  | •   |   |
| b  | The reporting agent is authorized to receive otherv   |  | •   |   |
|  | notices relating to the Form 1099 series information  |  |   |   |
| С  | The reporting agent is authorized to receive otherv   |  | •   |   |
| <u> </u>   | notices relating to the Forms 3921 and 3922. This au  |  |   | inning .  |
|  | or Local Authorization (Caution: See Aut  |  |   |   |
| 19   | Check here to authorize the reporting agent to sign and   | file state or local return   | ns related to the authorizati   | on granted on line 15 and/or line 16  |
| Autho  | orization Agreement   |  |   |   |
| paymer<br>complet<br>are com<br>effect u<br>authorit | stand that this agreement does not relieve me, as the<br>ts are made and that I may enroll in the Electronic Fede<br>ed, the reporting agent named above is authorized to sign a<br>pleted, the reporting agent named above is authorized to rr<br>till it is revoked by the taxpayer or reporting agent. I am aut<br>/ granted on line 15 and/or line 16, including disclosures req<br>8655. The authority granted on Form 8655 will not revoke an | ral Tax Payment System of file the return indicate the deposits and payment for the training the IRS to discoursed to process Form 8 | em (EFTPS) to view deposited, beginning with the quartients beginning with the periose otherwise confidential ta 655. Disclosure authority is e | s and payments made on my behalf. If line 15 is er or year indicated. If any starting dates on line 16 od indicated. Any authorization granted remains in ux information to the reporting agent relating to the ffective upon signature of taxpayer and IRS receipt |
|  | I certify I have the authority to execute this form and aut   | horize disclosure of other   | erwise confidential informatio  | n on behalf of the taxpayer.  |
| Sign   |   |  |   |   |
| Here   |   |  |   |   |
|  | Signature of taxpayer   |  | Title   | Date  |
| For Pri  | vacy Act and Paperwork Reduction Act Notice, se   | e instructions.  | Cat. No. 1024   | T Form <b>8655</b> (Rev. 8-2014)  |



# STATE OF SOUTH CAROLINA SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT & WORKFORCE 1550 GADSDEN STREET ~ POST OFFICE BOX 995 COLUMBIA, SC 29202

## **ELECTRONIC FUNDS TRANSFER AGREEMENT**

| SCDEW Account #  | FID #   |
|--|---|
| Account Name and Address                                     |   |
|  |   |
| This is an agreement between the South Ca                    | arolina Department of Employment & Workforce, (herei  |
| SCDEW), and (  | "the Employer"), entered  |
| on this the day of   | The SCDEW and the Employer agree as follows:  |
|  | transmit electronically using the Automated Clearing House (hereinafter "Funds"), due quarterly to the Department I |
|  | same with regard to interest. SCDEW must receive the be assessed. (On or before the last day of the month for       |
| 3. It is the responsibility of the Employer to the due date. | transmit funds so as to be received by SCDEW's bank   |
| 4. This Agreement will be effective                          | quarter/year.   |
|  | $\rightarrow$   |
| Employer or Agent (print)                                    | Employer or Agent Signature & Date  |
| Employer or Agent Title                                      | SCDEW Official Signature & Date   |
| Employer or Agent Phone Number                               | SCDEW Official Title  |
| Employer or Agent E-Mail Address                             |   |



## STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE

# POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE

SC2848

(Rev. 8/31/04) 3307

## Part I **Power of Attorney Taxpayer Information** (Note: Taxpayer(s) must sign and date this form on page 2, line 8.) Social Security number(s) **Employer identification number** Taxpayer name(s) and address (Type or print.) Plan number ( if applicable) Daytime telephone number hereby appoint(s) the following representative(s) as attorney(s) - in fact: Representative(s) (Type or print.) Name and address Kathleen Fox - Payroll City 518 N Chelton Road, Ste 200 Telephone No. (719) 260-9933 Colorado Springs, CO 80909 Fax No. (719) 260-9934 Check if new: Address Telephone No. □ Name and address Jeff Fox - Payroll City Telephone No. (719) 260-9933 518 N Chelton Road, Ste 200 Colorado Springs, CO 80909 Fax No. (719) 260-9934 Check if new: Address □ Telephone No. □ Name and address Telephone No. ( Fax No. ( Check if new: Address □ Telephone No. □ to represent the taxpayer(s) before the SC Department of Revenue for the following tax matters: Tax Matters - A general reference to "All years," "All periods," or "All taxes" is not acceptable. Tax Form Number (SC1040, WH1605, ST-3, etc.) Type of Tax (Individual, Corporate, Withholding, Sales, etc.) Year(s) or Period(s) Withholding WH 1605 Starting 2016 Acts Authorized - The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described in line 3, including the authority to sign any agreements, consents or other documents. The authority does not include the power to receive refund checks or the power to sign certain returns unless done pursuant to a licensed attorney/client relationship. If I want to authorize my representative to sign an income tax return, this authorization is specifically listed below. List any specific additions to or deletions from the acts otherwise authorized in this power of attorney: Receipt of Refund Checks - If you want to authorize a representative named in line 2 to receive, BUT NOT TO ENDORSE OR CASH refund checks, initial here \_\_\_\_\_\_and list the name of that representative below. Name of representative to receive refund check(s)

| I <sub>6</sub> | listed in line 2.                                     |   | notices and other written communications   | ·   |
|----------------|---|---|--|---|
|                | If you do not w                                       | ant any notices or co   | ommunications sent to your represent   | ative, check this box   |
| 7              | all earlier power                                     | ocation of Prior Power(s) of attorney on file s covered by this docur             | er(s) of Attorney - The filing of this powith the South Carolina Department of ment.   | ower of attorney automatically revokes<br>Revenue for the <b>same</b> tax matters for |
|                | If you do not wa                                      | int to revoke a prior po  | wer of attorney, check here  | ▶□  |
|                | YOU MUST AT   | TACH A COPY OF AN   | Y POWER OF ATTORNEY YOU WAN  | T TO REMAIN IN EFFECT.  |
| 8              | representation is                                     | is requested; otherwist<br>proprorate officer, partner<br>entative, or trustee on | c matter concerns a joint return, <b>both</b> se, see the instructions for SC2848 cer, guardian, tax matters partner/perso behalf of the taxpayer, I certify that I have | oncerning signature of taxpayer(s). If<br>n, LLC members, executor, receiver,         |
| •              | If this power of                                      | attorney is not signe   | ed, it will be returned.   |   |
| <b>&gt;</b>    |   |   |  |   |
| 7              |   | Signature   | Date   | Title (if applicable)   |
|                |   | Print Name  |  |   |
|                |   | Signature   | Date   | Title (if applicable)   |
|                |   | Print Name  |  |   |
| Par            | t II Declarat   | tion of Representa  | ative  |   |
| -              |   | non or represent  |  |   |
| •              | clare that:<br>am authorized to<br>am one of the foll |   | r(s) identified in Part I for the tax matter(  | s) specified; and   |
| а              | Attorney - a me                                       | ember in good standing  | g of the bar of the highest court of the jur   |   |
|                | below.  |   |  |   |
|                |   | - enrolled as an agent<br>i fide officer of the taxp                              | under the Requirements of the US Treadayer organization.   | sury Department Circular No. 230.   |
| _              |   | oyee - a full-time emple  |  |   |
| f<br>g         |   |   | payer's immediate family (i.e., spouse, p  | earent, child, brother, or sister).   |
| _              | Other, please e                                       |   |  |   |
|                |   |   |  |   |
|                |   |   |  |   |
| <b>▶</b> If    | this power of at                                      | ttorney is not signed,  | it will be returned.   |   |
|                |   |   | ts are true, correct and complete to the<br>nt to the Department is a crime.   | e best of my knowledge and belief. To   |
|                | signation - Insert<br>bove letter (a-h)               | Jurisdiction (state)  | Signature  | Date  |
|                | g   |   |  |   |
|                |   |   |  |   |
|                |   |   |  |   |



# Startup Information Please Print Clearly

| Company Name   |
|--|
| Authorized signer (please print)   |
| This form is not necessary if you are 100% direct deposit or if you prefer to sign your checks yourself.               |
| For Automatic Check Signing, please sign in the center of the box below in black ink.                                  |
| You may fax this form back to Payroll City at 719-260-9934 or return it to your sales agent.                           |
|  |
| Please stay inside the box.  |
|  |
|  |
|  |
|  |
| Checks will display "Authorized Signature" below the signature line unless you fill in an optional printed name below. |
| Optional printed Name:   |
| (This will show under the signature line of the check)   |
| Optional Title:  |

## Mid Quarter

## **Tax Reconciliation Sheet**

(Jan 1-Mar 31=Q1, Apr 1-Jun 30=Q2, Jul 1-Sept 30=Q3, Oct 1-Dec 31=Q4)

| -                 | operly reconcile payments<br>lready been made.                               | to the Quarterly Reports   | you need to verify tax deposits  |
|-------------------|--|--|--|
| please            | e sign line C.) e fill out the worksheet bel                                 |  | roll of the year. (Skip line B and payments for the quarter and                                      |
| <u>Federal</u>    | <b>QTD Taxes Owed</b>  | Payments Made  | <b>Balance Due</b>   |
| 941/944           |  |  |  |
| <u>State</u>      | <b>QTD Taxes Owed</b>  | Payments Made  | Balance Due  |
| WH                |  |  |  |
| Other             |  |  |  |
|                   | <b>QTD Taxes Owed</b>  | Payments Made  | Balance Due  |
| SUI               |  | \$0.00   | P.C. will Collect & Pay  |
| 940               |  | \$0.00   | P.C. will Collect & Pay  |
| previo            | ous quarters from payrolls and SUI deposits for the previous payroll company | processed before starting current quarter).  is refunding other tax me | tax deposits for the current and<br>with Payroll City (Excluding<br>onies, I understand Payroll City |
| will no<br>payrol | eed notification and instru<br>lls.  | ctions in order to make ai   | ny payments for previous   |
| (Signature)       |  |  | Date:  |

This document must be returned to Payroll City. You can submit either by mail, fax or email.

Payroll City 518 N Chelton Rd Ste 200 Colorado Springs, CO 80909 (719) 260-9934 (fax)

submitpaydata@payrollcity.com

If you have any questions please give us a call at (719) 260-9933