

# Small Business Payroll Services, LLC

*\*Professional \*Personal \*Reliable*

614-829-6598

[www.payroll4sb.com](http://www.payroll4sb.com)

## ***ACH SERVICE AGREEMENT***

“You” and “your” means the company for whom any and all of the payroll and payroll related services covered by this Service Agreement or which you may, from time to time during the term of this Agreement, request be provided to you (the “Service”) and whose name appears on the Company Name line below and who agrees to this Agreement.

### **Sign Up/Activation:**

The Service will begin after all required documentation has been received by SBPS, LLC. The information provided to SBPS, LLC is confidential and will be treated accordingly. However, the processing of your activation may include submitting your information to third parties such as your bank, SBPS, LLC’s bank, credit reporting agencies and/or other agencies necessary to validate your identity and/or credit history. The information that you provide must be accurate and complete or SBPS, LLC will be unable to perform the Service correctly.

### **The Service:**

Electronic withdrawals will initiate from your demand deposit account at the depository financial institution identified when you sign up, or any other demand deposit or savings account with a depository financial institution you identify when using the Service in the future (“Your Account”) to fund the direct deposit payroll payments to your employees (“Payments”). Debits will also be initiated to collect payroll tax liabilities and pay fees for the Service and any adjustments to those fees.

### **Client Responsibilities:**

All payroll information must be submitted four business banking days prior to the pay date or there may be additional charges or your Transaction may not be processed. Debits will be charged to your account two banking day prior to the corresponding pay date (i.e. Friday pay date will be debited on Wednesday). Sufficient funds must be available in Your Account to fulfill your Transaction. After that, no interest or earnings will accrue to you and SBPS, LLC will hold the money until the Payments are made. Once your direct deposit session is confirmed you cannot change the Transaction.

### **Authorization and Agreement for Direct Payments (ACH Debits):**

All ACH debits are requested on your behalf by SBPS, LLC. The ACH Originator requires that you agree to the rules governed by the Automated Clearing House (ACH). You authorize SBPS, LLC to initiate debit entries to Your Account and to debit the same to such account. You authorize SBPS, LLC to transmit Transactions to their banking institution. Who in turn will electronically or by any other commercially accepted method send your Transaction to the appropriate financial institution. You also authorize and direct the depository financial institution that holds Your Account to charge each debit to Your Account and pay that amount. You also authorize and direct the depository financial institution that holds Your

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Account to respond to inquiries from SBPS, LLC regarding Your information and Your Account. This authorization will remain in effect until SBPS, LLC has received written notification from the responsible party listed. The notification must afford SBPS, LLC and the depository financial institution that holds Your Account a reasonable opportunity to act on the notification.

## **Limitations of Liability:**

Any penalty or interest incurred due to inaccurate information provided by you will be your sole responsibility. SBPS, LLC will not be liable in any way if the Service cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information which you provide.

## **Payments and Account Funding:**

SBPS, LLC may refuse to process your Transaction if we reasonably believe that Your Account balance is insufficient to cover the dollar amount of the Transaction or for any other reason deemed reasonable. If any amount debited against you is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, SBPS, LLC may; a) reverse any corresponding credit issued by you, your employees or any other party without liability to you or any other party, b) reverse direct deposit transactions, c) refuse to perform further Services, d) apply any money currently held by SBPS, LLC to any amount owed to SBPS, LLC by you, e) charge you a insufficient funds penalty fee, f) report this information to any and all credit agencies and/or financial institutions and/or g) immediately terminate your account. SBPS, LLC may assess and collect interest at the rate of one and one-half percent (1.5%) per month (18%) per annum on any amount owing and unpaid ten (10) days after demand. SBPS, LLC may also charge you any collection costs, including any costs associated with termination of their Agreement and including but not limited to, attorney fees, where permitted by law.

## **FEES:**

Transaction Fee	\$ 0.60 per direct deposit
NSF Fee	\$ 30.00 1 <sup>st</sup> return; \$ 40.00 per return thereafter
Other return	\$ 25.00 unable to locate employee account or employee account closure
Premium processing	\$ 25.00 assessed when payroll reported after cut off

Agreed to this \_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_.

Authorized signature

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_