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**Engagement Letter for Payroll**

**Date:**

**Client Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address 2:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

Dear \_\_\_\_\_.

We appreciate the opportunity to provide payroll services to \_\_\_\_\_.  
To ensure an understanding between us, this letter sets forth the terms of our engagement as well as the nature and limitations of our services to you.

**Payroll Services:**

We will:

- 1. Calculate, prepare, and pay payroll for your employees.
- 2. Calculate federal and state payroll tax deposits.
- 3. Prepare federal and state payroll tax forms as required.
- 4. Prepare Form W-2, W-3, 941, 940 State W/H and State Unemployment Forms.
- 5. Invoice and collect proper fees and funds from your customers.

**Our responsibility**

Beginning when we start your service, we will run payroll for your company each pay period. We will set up new employees for payroll on an as needed basis using the information from documents that you provide.

We will inform you of the amount and due date of your payroll tax payments and filings and assist you in making them.

We will invoice and collect from your customers as you direct.

**Your responsibility**

You will provide us with payroll information on a timely and periodic basis, including hours worked, pay rates, employee status, and benefits information. You will provide us promptly with updated and corrected information as needed.

You must maintain sufficient funds in your bank account to cover payroll expenses and related tax liabilities.

**Payment and Filing Services**

You may authorize us to make payments and filings for you. To do so, a principal officer or partner of your business must sign the Form 8655 and Electronic Services Authorization form accompanying this letter and return them to us for filing. If you authorize us to pay your employees or contractors electronically, you must ask each of them to sign a Direct Deposit Authorization and retain it in your files.

By giving us access to your bank account, you authorize us to make payroll and payroll tax payments and filings on your behalf, and you will be bound by them as though you had made them yourself. Typically, we will send payment transactions through the Automated Clearinghouse (“ACH”) Network. You agree that these payment transactions will be governed by the ACH Rules as in effect from time to time, and that each entry we make on your behalf will be authorized, timely, for an amount due and owing, and will not violate the laws of the United States.

**Our fees**

Our fees for providing payroll: base of \$\_\_\_\_\_ per payroll run and \$\_\_\_\_\_ per employee paid. This will include all payroll processing including payroll preparation, tax deposits as required, W-2s annually, 941 Quarterly Reports, State Unemployment Quarterly Reports, State Withholding Quarterly Reports and 940 tax deposits and Annual filings. Further we will prepare the annual W-3 filing. We will send you an invoice with each payroll regardless of the manner of billing the client prefers. Payment is due concurrent with each payroll.

**Services not provided.**

We will not audit or verify the information that you provide to us. If an amount appears unusual, we will call it to your attention. However, we are not responsible for the detection of errors, irregularities, theft, fraud, or illegal acts. We do not provide legal services.

**Approvals**

We are pleased to have you as a payroll client and hope that this will begin a long and pleasant association. Each of us, however, retains the right to terminate this engagement at any time. Please date and sign a copy of this letter and return it to us to acknowledge your agreement with the terms of this engagement.

acknowledged:

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date