



Payroll and Tax Services Agreement

This Payroll and Tax Services Agreement ("Agreement") is made and entered into as of [Date] _____ by and between **Pumpkin Tax Company**, with a principal place of business at [12234 Queenston Blvd suite 200, Houston, Texas, 77095] ("Company"), and [Client Name _____], with a principal place of business at [Client Address: _____] ("Client").

Recital

WHEREAS, Company desires to provide certain payroll and tax services to Client, and Client desires to engage Company for such services.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Services

Company agrees to provide Client with the following payroll and tax services (the "Services"):

- **Payroll Processing:** Company will calculate and process payroll for Client's employees, including:
 - a. Gross wages and salaries
 - b. Withholdings for federal and state income taxes, Social Security, and Medicare
 - c. Employer payroll taxes
 - d. Accrued paid time off (PTO)
 - e. Generation of paychecks or direct deposits
- **Tax Filing and Reporting:** Company will file all required federal, state, and local payroll tax returns on Client's behalf, including:
 - a. Federal Forms 941, 940, and W-2
 - b. State and local unemployment insurance tax returns
 - c. City and other local tax returns (if applicable)
 - d. Company will also prepare and distribute W-2 forms to employees at year-end.

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- **Tax Payment:** Company will make timely electronic deposits of all withheld and employer payroll taxes to the appropriate federal and state agencies.
- **Tax Compliance Assistance:** Company will provide Client with ongoing guidance on payroll tax compliance matters.

2. Client Responsibilities

Client agrees to:

- Provide Company with accurate and timely employee payroll information, including names, addresses, Social Security numbers, and wage rates.
- Notify Company of any changes to employee information in a timely manner.
- Provide Company with all necessary tax documents and forms.
- Respond promptly to any questions or requests for information from Company.
- Pay Company's fees in accordance with Section 3 below.

3. Fees and Payment

Fee Structure: The fees for the Services will be determined based on the specific needs of the Client and outlined in a mutually agreed upon Service Order attached to this Agreement (the "Service Order"). This may be a fixed monthly fee, per-employee fee, or a combination thereof.

Estimates: Company may provide estimates for additional services outside the scope of the Service Order, such as complex tax filings or year-end reconciliation. Client agrees to approve any estimates exceeding a predetermined amount (e.g., \$[Dollar Amount]) before Company performs the additional services.

Payment Terms: Client shall pay Company's fees within [5] days of the invoice date. Late payments will be subject to a late fee of [10]% per month on the outstanding balance.

4. Term and Termination

- This Agreement will commence on [Start Date: _____] and will continue for a period of one (1) year, unless earlier terminated as provided herein (the "Initial Term").
- **Auto-Renewal:** This Agreement will automatically renew for successive one (1) year terms (the "Renewal Term") unless either party provides written notice of termination to the other party at least three (3) months prior to the expiration of the then-current term.
- **Termination for Cause:** This Agreement may be terminated by either party upon written notice to the other party for cause, including but not limited to:

Pumpkin Tax Company: <https://pumpkintaxco.com> | 12234 Queenston Blvd suite 200 |
Houston | TX 77095 | E-mail: info@pumpkintaxco.com



- a. Material breach of this Agreement by the other party;
- b. Insolvency or bankruptcy of the other party; or
- c. Failure to cure a material breach within 30 days of written notice.

5. Confidentiality

Company agrees to hold all Client information confidential and will not disclose such information to any third party without the prior written consent of Client, except as required by law. Client information includes, but is not limited to, employee data, payroll information, and tax documents. Company will implement appropriate security measures to protect the confidentiality of Client's data.

6. Independent Contractor

Company is acting as an independent contractor and is not an employee, agent, or partner of Client. Company is solely responsible for all taxes and benefits associated with its services.

7. Limitation of Liability

While Company will use commercially reasonable efforts to perform the Services in a professional and competent manner, Company's liability to Client for any and all claims arising out of or related to this Agreement, regardless of the form of action, will be limited to

- The total amount of fees paid by Client to Company under this Agreement in the twelve (12) months preceding the date of the claim.
- Client acknowledges that Company is not a tax advisor and that the Services do not constitute tax advice. Client agrees to hold Company harmless from any liabilities arising from Client's own tax decisions.

8. Data Security

Company will implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Client's data. These safeguards may include, but are not limited to, password protection, encryption, firewalls, and intrusion detection systems. Company will notify Client promptly in the event of any data breach or security incident affecting Client's data.

9. Software and Access

- Company may utilize specific payroll processing software to perform the Services. Client agrees to grant Company access to the designated software and provide any necessary login credentials.

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- Company will maintain separate login credentials for Client's accounts and will not share these credentials with any unauthorized third party.
- Client is responsible for maintaining the security of its own software accounts and promptly notifying Company of any suspected unauthorized access.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Texas].

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

13. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- If to Company: Pumpkin Tax Company [12234 Queenston Blvd suite 200 or E-mail: info@pumpkintaxco.com]
- If to Client: [Client Name: _____]
[Client Address: _____]

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, labor strikes, or governmental regulations.



16. Amendments

This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Pumpkin Tax Company

Name: _____

Title: _____

Signature

Client

Name: _____

Title: _____

Signature