



## **SERVICE AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_, by and between \_\_\_\_\_, ("Consultant"), and Temp Financial Services, Inc. ("T.F.S.").

### **I. Obligations of Consultant**

Consultant shall bill the client a minimum of 35% above the pay rate of the employee. Consultant shall provide T.F.S. the following information upon placement of any temporary employee to be payrolled by T.F.S.: employee name and phone number; start date; hourly salary; client name, address, phone and fax number; billing rate to the company; and the estimated length of employment.

### **II. Obligations of T. F. S.**

T.F.S. shall issue payroll checks on a weekly basis or as otherwise directed by Consultant. T.F.S. shall process all payroll information needed for each employee; match social security and Medicare taxes and process proper withholding for federal income taxes. T.F.S. shall provide workers' compensation insurance, general liability insurance and bonding for all employees. T.F.S. shall perform timely filing of all monthly, quarterly, and annual reports including Form 941, Form 940, TWC, FUTA and Workers' Compensation reports.

T.F.S. shall invoice the client company weekly or as directed by Consultant. Upon payment from the client company, T.F.S. shall remit to consultant any hourly profits due. Said hourly profits shall be equal to the bill rate less the employee pay rate, less the fee due T.F.S. which is 15% of the company bill rate. Profits earned on each temporary shall be remitted to Consultant on either a monthly or semi-monthly basis or as agreed to by Consultant and T.F.S.

### **III. T. F. S. Fee**

Upon receipt of funds, T.F.S. shall retain a fee of 15% of the billing to the client company. Should an employee have a worker's compensation rate higher than .64% per \$100 in wages, an adjustment shall be made in the fee retained by T.F.S. equal to any amount over .64%. Said fee shall be compensation to T.F.S. for providing payroll funds, filing payroll reports, carrying appropriate insurance, processing weekly time sheets, issuing checks, and performing other support functions that would otherwise be performed by Consultant.

### **IV. Non-payment by a Client Company**

In the event a client company does not pay any invoice within thirty (30) days of the invoice date, then Consultant shall reimburse T.F.S. for all funds disbursed by T.F.S., i. e., the employee's gross payroll and the fee that T.F.S. would otherwise have received had said client company paid on a timely basis. T.F.S. shall have the option to offset funds otherwise due Consultant against invoices in excess of sixty (60) days past original billing date. T.F.S. shall charge eight percent (8%) interest to Consultant/Client Company for notes payable or funds owed T.F.S. for invoices that are more than thirty (30) days past due. The 8% interest will continue to accrue each month until payment is received in full.

### **V. Time Sheet Errors or Falsification**

Should a temporary employee falsify their time sheet information or forge a supervisor's signature, the Consultant is responsible for any overpayment made to the temporary. If a supervisor signs a time sheet with incorrect math, even though the Client Company is responsible, the Consultant will reimburse TFS for overpayment made to the temporary if the Client Company does not pay TFS.

### **VI. Term of Agreement**

This agreement shall be in effect until terminated in writing by either party.

CONSULTANT:

TEMP FINANCIAL SERVICES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date