



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.

- c. 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.

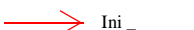
- b. Tax Notices- Client is responsible to notify Payroll City immediately upon becoming aware of any payroll related tax notices, letters or changes including but not limited to rate changes, payment frequency, reporting requirements, etc. Failure to do so may result in additional costs and/or penalties.



- c. Insufficient Funds (NSF)- 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.

- i. 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. Setup and ongoing payroll services- 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. Missing or inactive tax IDs- 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. Authorized Contacts- 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. Submission time frame- 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. Authorizations- 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.

- b. 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 or 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 3rd 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 Arbitrator 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.

 _____
Corporate/Legal Name

 _____
Printed Name Title

 _____
Signature of Corporate Officer 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 select one)				<input type="checkbox"/> CORPORATION	<input type="checkbox"/> LLC	<input type="checkbox"/> SOLE PROPRIETOR	<input type="checkbox"/> OTHER
Legal Name				dba			
Address				Shipping Address			
City				State	Zip		
Business Phone		Business Fax		Owner Email:		<input type="checkbox"/> E-Reports <input type="checkbox"/> E-Reminders <input type="checkbox"/> Texts (Carrier)	
Owner Name		Owner Cell (carrier needed for texts)		Rep Email:		<input type="checkbox"/> E-Reports <input type="checkbox"/> E-Reminders <input type="checkbox"/> Texts (Carrier)	
Company Rep		Rep Cell (carrier needed for texts)					
TAX ACCOUNTANT INFORMATION							
Accountant Name		Accountant Phone		Accountant Email (they will receive e-reports)		<input type="checkbox"/> Authorized to Contact and receive Payroll information and reports	
PROCESSING INFORMATION							
Pay Frequency (MUST MARK ONE)		<input type="checkbox"/> Weekly		<input type="checkbox"/> Bi-Weekly		<input type="checkbox"/> Semi-Monthly	
		<input type="checkbox"/> Monthly		<input type="checkbox"/> Quarterly			
Pay Period 1		From		To		Check Date	
Pay Period 2		From		To		Check Date	
Anticipated First Payroll Check Date		Days between pay period end & check date (5-7 for Direct Deposit)				Weekend Check Shift <input type="checkbox"/> Before <input type="checkbox"/> After <input type="checkbox"/> Split	
TAX INFORMATION							
FEIN #		<input type="checkbox"/> 941 <input type="checkbox"/> 943 <input type="checkbox"/> 944		Tax Deposit Frequency		<input type="checkbox"/> Semi-Weekly <input type="checkbox"/> Monthly	
				<small>(Assigned by IRS, if incorrect penalties may occur)</small>		You are responsible to notify Payroll City of any changes in writing	
State Withholding ID		Tax State		Local Taxing District		Local ID	
SUI/SUTA ID (Unemployment)		Combined Rate		SUI Base Rate		SUI Surcharge	
Other Taxes				Mid-year signups please attach current year copies of 941 and SUI Quarterly Reports			
Accounts with missing ID numbers (WH or SUI) will be charged an additional \$50 per payroll until we have the numbers needed to pay appropriate taxes.							
BANK INFORMATION							
Bank Name		Contact			Phone		
Routing #		Acct#				Starting Check #	

Please attach a VOIDED CHECK

NO DEPOSIT SLIPS – THE ROUTING NUMBER MAY NOT BE CORRECT

Please fill out and return to your sales agent or fax to Payroll City at 719-260-9934



Pay as you go Workers Comp

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

Policy #:		Effective Date:	
Insurance 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)

ADDED SERVICES

___ Job Costing

___ Payout Checks (check all that apply)

___ Garnishments *Client is responsible to send checks to appropriate agencies

___ Worker's Comp

___ Other _____

___ Independent Cost Centers with Parent/Child relationship

___ Departments (List) _____

___ Automatic Minimum wage adjustment: ___ Wage to Min (or) ___ Tip to Min

INTEGRATIONS

___ Timeclock Integration

___ QuickBooks Interface (additional fees apply)

___ Custom Integration

Please fill out and return to your sales agent or fax to Payroll City at 719-260-9934

Reporting Agent Authorization

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

Taxpayer

1 a Name of taxpayer (as distinguished from trade name)	2 Employer identification number (EIN)
1 b Trade name, if any	4 If you are a seasonal employer, check here <input type="checkbox"/>
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 telephone number
	8 Fax number

Reporting Agent

9 Name (enter company name or name of business) Millennial Mountain Corp dba Payroll City	10 Employer identification number (EIN)
11 Address (number, street, and room or suite no.) 518 N Chelton Rd. Ste. 200	
City or town, state, and ZIP code Colorado Springs, CO 80909	
12 Contact person Kathleen Fox or Jeffrey Fox	13 Daytime telephone number 719-260-9933
	14 Fax number 719-260-9934

Authorization of Reporting Agent To Sign and File Returns (Caution: See Authorization Agreement)

15 Use the entry lines below to indicate the tax return(s) to be filed by the reporting agent. Enter the beginning year of annual tax returns or beginning quarter of quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 <u>01/2016</u>	941 <u>01/2016</u>	940-PR _____	941-PR _____	941-SS _____	943 <u>01/2016</u>
943-PR _____	944 _____	945 _____	1042 _____	CT-1 _____	

Authorization of Reporting Agent To Make Deposits and Payments (Caution: See Authorization Agreement)

16 Use the entry lines below to enter the starting date (the first month and year) of any tax return(s) for which the reporting agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 <u>01/2016</u>	941 <u>01/2016</u>	943 <u>01/2016</u>	944 <u>01/2016</u>	945 _____	720 _____
1041 _____	1042 _____	1120 _____	CT-1 _____	990-PF _____	990-T _____

Disclosure of Information to Reporting Agents

17 a Check here to authorize the reporting agent to receive or request copies of tax information and other communications from the IRS related to the authorization granted on lines 15, 16, and/or line 18

b Check here if the reporting agent also wants to receive copies of notices from the IRS

Disclosure Authorization

18 a The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning 2016.

b The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning 2016.

c The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Forms 3921 and 3922. This authority is effective for calendar year forms beginning _____.

State or Local Authorization (Caution: See Authorization Agreement)

19 Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 15 and/or line 16

Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If line 15 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 16 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 15 and/or line 16, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

Sign Here

▶ _____ Signature of taxpayer	▶ _____ Title	▶ _____ Date
----------------------------------	------------------	-----------------



**Florida Department of Revenue
POWER OF ATTORNEY
and Declaration of Representative**

DR-835
R. 10/11
TC

Rule 12-6.0015
Florida Administrative Code
Effective 01/12

See Instructions for additional information.

PART I - POWER OF ATTORNEY

Section 1. Taxpayer Information. Taxpayer(s) must sign and date this form on Page 2, Part I, Section 8.

Taxpayer name(s) and address(es)	Federal ID no(s). (SSN*, FEIN, etc.)	Florida Tax Registration Number(s) (Business Part. No., Sales Tax No., R.T. Acct No., etc.)
	Contact person	Telephone number ()
		Fax number ()

The Taxpayer(s) hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

Section 2. Representative(s). Each representative must be listed individually, and must sign and date this form on Page 2, Part II.

Name and address (include name of firm if applicable) Kathleen Fox - Payroll City 518 N Chelton Rd, Ste 200 Colorado Springs, CO 80909 E-mail address: tax@payrollcity.com	Telephone number (719) 260-9933 Fax number (719) 260-9934 Cell phone number ()
Name and address (include name of firm if applicable) Jeff Fox - Payroll City 518 N Chelton Rd, Ste 200 Colorado Springs, CO 80909 E-mail address: tax@payrollcity.com	Telephone number (719) 260-9933 Fax number (719) 260-9934 Cell phone number ()
Name and address (include name of firm if applicable) E-mail address:	Telephone number () Fax number () Cell phone number ()

To represent the taxpayer(s) before the Florida Department of Revenue in the following tax matters:

Section 3. Tax Matters. Do not complete this section if completing Section 4.

Type of Tax (Corporate, Sales, Reemployment, formerly Unemployment, etc.)	Year(s) / Period(s)	Tax Matter(s) (Tax Audits, Protests, Refunds, etc.)
Unemployment	Starting 2016	Qtr Filings, Payments, Rates

Section 4. To Appoint a Reemployment Tax (formerly Unemployment Tax) Agent Only. Do not complete Sections 3 and 6 if completing Section 4.

By completing this section, an employer (taxpayer) appoints a representative to act as its Florida reemployment tax agent before the Florida Department of Revenue on a continuing basis and to receive confidential information with respect to mailings, filings, and other tax matters related to the Florida reemployment assistance program law. All other sections of this form (except Sections 3 and 6) must also be completed. **Do not complete Section 4 unless you wish to appoint a reemployment tax agent on a continuing basis.**

Agent name Kathleen Fox	Agent number (required) 07002
Firm name Payroll City	Federal I.D. No. (required)
Address (if different from above)	Telephone number ()

Mail Type: See Instructions for explanations. Check one box only. 1 (Primary) 2 (Reporting) 3 (Rate) 4 (Claim)

Section 5. Acts Authorized.

The representative(s) are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described in Section 3 and Section 4 (for example, the authority to sign any agreements, consents, or other documents). Except as otherwise provided, the authority specifically includes the power to execute waivers of restrictions on assessment or collection of deficiencies in tax, to execute consents extending the statutory period for assessment or claims for refund of taxes, and to execute closing agreements under section 213.21, Florida Statutes. This authority does not include the power to endorse or cash warrants, or the power to sign certain returns.

If you want to authorize a representative named in Section 2 to receive (but not to endorse or cash) refund warrants, write the name of the representative on this line and check the box

List any specific limitations or deletions to the acts otherwise authorized in this Power of Attorney.

Quarter Filings, Payments, Rates ONLY



Florida Tax Registration Number:
Federal Identification Number:

Taxpayer Name(s):

- Taxpayer(s) must complete Page 1 of this Power of Attorney or it will not be processed.

Section 6. Notices and Communication. Do not complete Section 6 if completing Section 4.

- Notices and other written communications will be sent to the first representative listed in Part I, Section 2, unless the taxpayer selects one of the options below. Receipt by either the representative or the taxpayer will be considered receipt by both.
 - If you want notices and communications sent to both you and your representative, check this box
 - If you want notices or communications sent to you and not your representative, check this box

Certain computer-generated notices and other written communications cannot be issued in duplicate due to current system constraints. Therefore, we will send these communications to only the taxpayer at his or her tax registration address.

Section 7. Retention / Nonrevocation of Prior Power(s) of Attorney.

The filing of this Power of Attorney will not revoke earlier Power(s) of Attorney on file with the Florida Department of Revenue, even for the same tax matters and years or periods covered by this document. If you want to revoke a prior Power of

Attorney, check this box

You must attach a copy of any Power of Attorney you wish to revoke.

Section 8. Signature of Taxpayer(s).

If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested. If signed by a corporate officer, partner, member/managing member, guardian, tax matters partner/person, executor, receiver, administrator, trustee, or fiduciary on behalf of the taxpayer, I declare under penalties of perjury that I have the authority to execute this form on behalf of the taxpayer.

Under penalties of perjury, I (we) declare that I (we) have read the foregoing document, and the facts stated in it are true.

If this Power of Attorney is not signed and dated, it will be returned.

_____ Signature	_____ Date	_____ Title (if applicable)
_____ Print name		
_____ Signature	_____ Date	_____ Title (if applicable)
_____ Print name		

PART II - DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am familiar with the mandatory standards of conduct governing representation before the Department of Revenue, including Rules 12-6.006 and 28-106.107 of the Florida Administrative Code, as amended.
- I am familiar with the law and facts related to this matter and am qualified to represent the taxpayer(s) in this matter.
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified therein, and to receive and inspect confidential taxpayer information.
- I am one of the following:
 - Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - Enrolled Agent - enrolled as an agent pursuant to the requirements of Treasury Department Circular Number 230.
 - Former Department of Revenue Employee. As a representative, I cannot accept representation in a matter upon which I had direct involvement while I was a public employee.
 - Reemployment Tax Agent authorized in Section 4 of this form.
 - Other Qualified Representative.
- I have read the foregoing Declaration of Representative and the facts stated in it are true.**

If this Declaration of Representative is not signed and dated, it will not be processed.

Designation - Insert Letter from Above (a -f)	Jurisdiction (State) and Enrollment Card No. (if any)	Signature	Date

POWER OF ATTORNEY INSTRUCTIONS

Purpose of this form

A Power of Attorney (Form DR-835) signed by the taxpayer and the representative is required by the Florida Department of Revenue in order for the taxpayer's representative to perform certain acts on behalf of the taxpayer and to receive and inspect confidential tax information. You and your representative must complete, sign, and return Form DR-835 if you want to grant Power of Attorney to an attorney, certified public accountant, enrolled agent, former Department employee, reemployment tax agent, or any other qualified individual. A Power of Attorney is a legal document authorizing someone other than yourself to act as your representative.

You may use this form for any matters affecting any tax administered by the Department of Revenue. This includes both the audit and collection processes. A Power of Attorney will remain in effect until you revoke it. If you provide more than one Power of Attorney with respect to a tax and tax period, the Department employee handling your case will address notices and correspondence relative to that issue to the first person listed on the latest Power of Attorney.

A Power of Attorney Form is generally not required, if the representative is, or is accompanied by: a trustee, a receiver, an administrator, an executor of an estate, a corporate officer, or an authorized employee of the taxpayer.

Photocopies and fax copies of Form DR-835 are usually acceptable. E-mail transmissions or other types of Powers of Attorney are not acceptable. Copies of Form DR-835 are readily available by visiting our Internet site (www.myflorida.com/dor/forms).

How to Complete Form DR-835, Power of Attorney

PART I POWER OF ATTORNEY

Section 1 – Taxpayer Information

- **For individuals and sole proprietorships:** Enter your name, address, social security number, and telephone number(s) in the spaces provided. Enter your federal employer identification number (FEIN), if you have one. If a joint return is involved, and you and your spouse are designating the same attorney(s)-in-fact, also enter your spouse's name and social security number, and your spouse's address if different from yours.
- **For a corporation, limited liability company, or partnership:** Enter the name, business address, FEIN, a contact person familiar with this matter, and telephone number(s).
- **For a trust:** Enter the name, title, address, and telephone number(s) of the fiduciary, and name and FEIN of the trust.
- **For an estate:** Enter the name, title, address, and telephone number(s) of the decedent's personal representative, and the name and identification number of the estate. The identification number for an estate includes both the FEIN if the estate has one and the decedent's social security number.
- **For any other entity:** Enter the name, business address, FEIN, and telephone number(s), as well as the name of a contact person familiar with this matter.
- **Identification Number:** The Department may have assigned you a Florida tax registration number such as a sales tax number, a reemployment tax account number, or a business partner number. These numbers further assist the Department in identifying your particular tax matter, and you should enter them in the appropriate box. If you do not provide this information, the Department may not be able to process the Power of Attorney.

Section 2 – Representative(s)

Enter the individual name, firm name (if applicable), address, telephone number(s), and fax number of each individual appointed as attorney-in-fact and representative. If the representatives have the same address, simply write "same" in the appropriate box. If you wish to appoint more than three representatives, you should attach a letter to Form DR-835 listing those additional individuals.

Section 3 – Tax Matters

Enter the type(s) of tax this Power of Attorney authorization applies to and the years or periods for which the Power of Attorney is granted. The word "All" is not specific enough. If your tax situation does not fit into a tax type or period (for example, a specific administrative appeal, audit, or collection matter), describe it in the blank space provided for "Tax Matters." The Power of Attorney can be limited to specific reporting period(s) that can be stated in year(s), quarter(s), month(s), etc., or can be granted for an indefinite period. You must indicate the tax types, periods, and/or matters for which you are authorizing representation by your attorney-in-fact.

Examples:

Sales and Use Tax	First and second quarter 2008
Corporate Income Tax	7/1/07 – 6/30/08
Communications Services Tax	2006 thru 2008
Insurance Premium Tax	1/1/06 – 12/31/08
Technical Assistance Advisement Request	dated 8/6/08
Claim for Refund	3/7/07

Section 4 – To Appoint a Reemployment Tax Agent

Complete this section only if you wish to appoint an agent for reemployment taxes on a continuing basis. You should not complete Section 3 or Section 6, but you must complete the remaining sections of Form DR-835.

Enter the agent's name. It must be the same name as found in Section 2. Enter the firm name and address. You do not need to complete the address line if you reported that information in Section 2.

1. Enter the agent number. The agent number is a seven-digit number assigned by the Department of Revenue.
2. Enter the federal employer identification number. The FEIN is a nine-digit number assigned to the agent by the Internal Revenue Service.
3. Select the mail type.

Primary Mail. If you select primary mail, the agent will receive all documents from the Department of Revenue related to this reemployment tax account, and will be authorized to receive confidential information and discuss matters related to the tax and wage report, benefit information, claims, and the employer's rate.

Reporting Mail. If you select reporting mail, the agent will receive the Employer's Quarterly Report (Form RT-6), certification, and correspondence related to reporting. The agent will be authorized to receive confidential information and discuss the tax and wage report, certification, and correspondence with the Department.

Rate Mail. If you select rate mail, the agent will receive tax rate notices and correspondence related to the rate and will be authorized to receive confidential information and discuss the employer's rate notices and rate with the Department.

Claims Mail. If you select claims mail, the agent will receive the notice of benefits paid, and will be authorized to receive confidential information and discuss matters related to benefits.

Note: Duplicate copies of certain computer-generated notices and other written communications cannot be issued due to current system constraints and therefore, these communications will be sent only to the representative.

Note: If you wish to appoint a representative to act on your behalf in a specific and non-continuing reemployment tax matter, you should complete Section 3 and Section 6 and not Section 4. For example, if you hire a representative to assist you with a single matter, such as a reemployment tax audit or contesting the payment of a claim, and wish that representative to handle just that one matter, you should not complete Section 4 to authorize that representation. Instead, you should fill out Section 3 and specify the exact matter the representative is handling.

Section 5 – Acts Authorized

Your signature on the back of the Power of Attorney authorizes the individual(s) you designate (your representative or “attorney-in-fact”) to perform any act you can perform with respect to your tax matters, except that your representative may not sign certain returns for you nor may your representative negotiate or cash your refund warrant. This authority includes signing consents to a change in tax liability, consents to extend the time for assessing or collecting tax, closing agreements, and compromises. You may authorize your representative to receive, but not negotiate or cash, your refund warrant by checking the box in Section 5 and writing the name of the representative on the line below. If you wish to limit the authority of your representative other than in the manner previously described, you must describe those limits on the lines provided in Section 5.

Section 6 – Mailing of Notices and Communications

If you do not check a box, the Department will send notices and other written communications to the first representative listed in Section 2, unless you select another option. If you wish to have no documents sent to your representative, or documents sent to both you and your representative, you should check the appropriate box in Section 6. Check the second box if you wish to have notices and other written communications sent to you and not to your representative. In certain instances, the Department can only send documents to the taxpayer. Therefore, the taxpayer has the responsibility of keeping the representative informed of tax matters.

Note: Taxpayers completing Section 4 (To Appoint a Reemployment Tax Agent Only) should not complete Section 6. See Section 4 of these instructions for information regarding notices and communications sent to a reemployment tax agent.

Section 7 – Retention/Nonrevocation of Prior Power(s) of Attorney

The most recent Power of Attorney will take precedence over, but will not revoke, prior Powers of Attorney. If you wish to revoke a prior Power of Attorney, you must check the box on the form and attach a copy of the old Power of Attorney.

Section 8 – Signature of Taxpayer(s)

The Power of Attorney is not valid until signed and dated by the taxpayer. The individual signing the Power of Attorney is representing, under penalties of perjury, that he or she is the taxpayer or authorized to execute the Power of Attorney on behalf of the taxpayer.

- For a corporation, trust, estate, or any other entity: A corporate officer or person having authority to bind the entity must sign.
- For partnerships: All partners must sign unless one partner is authorized to act in the name of the partnership.
- For a sole proprietorship: The owner of the sole proprietorship must sign.
- For a joint return: Both husband and wife must sign if the representative represents both. If the representative only represents one spouse, then only that spouse should sign.

PART II – DECLARATION OF REPRESENTATIVE

Any party who appears before the Department of Revenue has the right, at his or her own expense, to be represented by counsel or by a qualified representative. The representative(s) you name must declare, under penalties of perjury, that he or she is qualified to represent you in this matter and will comply with the mandatory standards of conduct

governing representation before the Department of Revenue. The representative(s) must also declare, under penalties of perjury, that he or she has been authorized to represent the taxpayer(s) in this matter and authorized by the taxpayer(s) to receive confidential taxpayer information.

The representative(s) you name must sign and date this declaration and enter the designation (i.e., items a-f) under which he or she is authorized to represent you before the Department of Revenue.

- a. Attorney – Enter the two-letter abbreviation for the state (for example “FL” for Florida) in which admitted to practice, along with your bar number.
- b. Certified Public Accountant – Enter the two-letter abbreviation for the state (for example “FL” for Florida) in which licensed to practice.
- c. Enrolled Agent – Enter the enrollment card number issued by the Internal Revenue Service.
- d. Former Department of Revenue Employee – Former employees may not accept representation in matters in which they were directly involved, and in certain cases, on any matter for a period of two years following termination of employment. If a former Department of Revenue employee is also an attorney or CPA, then the additional designation, jurisdiction, and enrollment card should also be entered.
- e. Reemployment Tax Agent – A person(s) appointed under Section 4 of the Power of Attorney to handle reemployment tax matters on a continuing basis. A separate Power of Attorney form must be completed in order for a reemployment tax agent to handle a specific and non-continuing matter such as a protest of a reemployment tax rate.
- f. Other Qualified Representative – An individual may represent a taxpayer before the Department of Revenue if training and experience qualifies that person to handle a specific matter.

Rule 28-106.107, Florida Administrative Code, sets out mandatory standards of conduct for all qualified representatives. A representative shall not:

- (a) Engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.
- (b) Engage in conduct that is prejudicial to the administration of justice.
- (c) Handle a matter that the representative knows or should know that he or she is not competent to handle.
- (d) Handle a legal or factual matter without adequate preparation.

***Social security numbers (SSNs)** are used by the Florida Department of Revenue as unique identifiers for the administration of Florida’s taxes. SSNs obtained for tax administration purposes are confidential under sections 213.053 and 119.071, Florida Statutes, and not subject to disclosure as public records. Collection of your SSN is authorized under state and federal law. Visit our Internet site at www.myflorida.com/dor and select “Privacy Notice” for more information regarding the state and federal law governing the collection, use, or release of SSNs, including authorized exceptions.

Where to Mail Form DR-835

If Form DR-835 is for a specific matter, mail or fax it to the office or employee handling the specific matter. You may send it with the document to which it relates.

If Form DR-835 is for a reemployment tax matter and the taxpayer has completed Section 4, mail it to the Florida Department of Revenue, P.O. Box 6510, Tallahassee FL 32314-6510, or fax it to 850-488-5997.



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: _____

Please fill out and return to your sales agent or fax to Payroll City at 719-260-9934

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)

In order to properly reconcile payments to the Quarterly Reports you need to verify tax deposits which have already been made.

- A. I have no previous payrolls this year/This is my first payroll of the year. (Skip line B and please sign line C.)
- B. Please fill out the worksheet below to reconcile your tax payments for the quarter and sign line C.

<u>Federal</u>	<u>QTD Taxes Owed</u>	<u>Payments Made</u>	<u>Balance Due</u>
941/944	_____	_____	_____

<u>State</u>	<u>QTD Taxes Owed</u>	<u>Payments Made</u>	<u>Balance Due</u>
WH	_____	_____	_____
Other	_____	_____	_____

	<u>QTD Taxes Owed</u>	<u>Payments Made</u>	<u>Balance Due</u>
SUI	_____	<u>\$0.00</u>	P.C. will Collect & Pay
940	_____	<u>\$0.00</u>	P.C. will Collect & Pay

- C. I understand that I am responsible for making all pending tax deposits for the current and previous quarters from payrolls processed before starting with Payroll City (Excluding FUTA and SUI deposits for the current quarter).

If the previous payroll company is refunding other tax monies, I understand Payroll City will need notification and instructions in order to make any payments for previous payrolls.

(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