

PAYROLL SERVICES AGREEMENT

This PAYROLL SERVICES AGREEMENT (“**Agreement**”), effective _____, is entered into by and between THE TALENT FUND INC., a California corporation (“**The Talent Fund**”), located at 780 Main Street, Half Moon Bay, CA 94019; and _____, (“**Client**”), located at _____; (phone.)

RECITALS

WHEREAS, The Talent Fund is a payroll service company offering customary basic payroll services, and union signatory services;

WHEREAS, Client desires to utilize the services of The Talent Fund to meet its payroll obligations;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Employee Information. Client will provide complete employee information including employee’s name and address, social security number, and W4 and I9 documents upon engagement.
2. Source of Funds. The Talent Fund will invoice Client for amounts necessary for payroll processing, and Client shall remit funds in the form of a check, or wire transfer in accordance with banking information provided by The Talent Fund. Such funds will be due by the date stated on the invoice. No payroll will be processed until sufficient Client funds have been timely received by The Talent Fund. Until credit has been established, all funds must be cleared by the bank prior to payroll processing, unless other arrangements are made with The Talent Fund.
3. Preparing Payroll. Client should submit payroll information as soon as possible, but in any event no later than the Client invoice due date. The Talent Fund issues checks to employees on Mondays and Thursdays of each week. In addition to processing employee wages, The Talent Fund will remit all deductions required by law and or any collective bargaining agreement, and file the appropriate tax and/or collective bargaining agreement reports. The Talent Fund shall not be responsible for tax deposits, interest charges and/or penalties or any other cost or fee that arose prior to or after the term of this Agreement, or where Client failed to notify The Talent Fund of any changes or penalties.
4. Compensation. The Talent Fund service fees are subject to change and will be confirmed by email with Client. Such charges will be billed on Client invoice. Payment of invoice is conclusive evidence of Client approval.
5. Credit History. Client hereby authorizes Talent Fund to obtain a credit, financial or identity history on Client as pertains to SAG-AFTRA collective bargaining agreement.

6. Collateral Agreements. Client will sign such transfer of rights/assumption agreements as may be required by The Talent Fund and employees' labor unions, including but not limited to SAG-AFTRA, American Federation of Musicians, IATSE, and Actors Equity, if applicable. The Talent Fund shall have no obligation to process payroll nor any liability therefore, unless and until such agreements are signed and returned to The Talent Fund.

7. Record Retention. It is the policy of The Talent Fund to retain all payroll records for seven (7) years from the date the payroll is issued. This retention policy is subject to change upon notice. This retention policy shall not relieve Client of any obligation under law to retain its own records, and The Talent Fund shall not have any liability for missing records.

8. Corrections. The Talent Fund will take due care in processing Client payroll, however, The Talent Fund shall be responsible only to the extent of correcting any errors which are the fault of The Talent Fund. The Talent Fund shall not be liable for errors that were not caught by the Client on the processing in which they first occurred. If the data submitted by Client for processing is incorrect, incomplete or not in proper form, the Client agrees to pay The Talent Fund its standard rates then in effect for any additional work performed by The Talent Fund to correct such data for processing. Expressed acceptance and/or payment of the Talent Fund invoice will indicate approval of the employee payment information.. The Talent Fund will not be responsible for erroneous payments resulting from approved or paid invoices. In most cases payroll payments cannot be reversed or recovered.

9. Disclaimer of Liability. Other than as specifically set forth in this Agreement, The Talent Fund will not be liable for any damage or loss (including, but not limited to, liabilities, costs and expenses) to the Client or its employees or their union or under any collective bargaining agreement arising out of its acts or omissions or those of the Client or any third parties. Nor shall The Talent Fund be liable for failure to provide the services herein if due to causes and conditions beyond its control. The Talent Fund makes no representations or warranties except as expressly stated herein and all other warranties express or implied are hereby specifically excluded. In no event shall The Talent Fund be liable for incidental or consequential damages even if The Talent Fund has been advised of the possibility of such damages. In no event shall The Talent Fund's total liability to the Client, its employees or any third parties pursuant to any claim arising out of or relating to this Agreement or the transactions covered hereby (whether in contract or in tort) exceed the dollar amount of the official employee's check on which the claim is based.

10. Authorization, Representations, Indemnification. The undersigned representative ("**Signer**") is duly authorized to sign this agreement on behalf of the Client. The Client and the Signer hereby agree to be jointly and severally liable for the terms of this Agreement and for any and all amounts owing including, without limitation, dishonored checks, debit checks, NSF fees and costs, The Talent Fund fees and costs and any and all

obligations of The Talent Fund hereunder together with interest thereon at the rate of 2% per month, court costs, professional fees and costs incurred by attorneys, accountants, experts and witnesses and triple damages. The Client and Signer shall indemnify and hold The Talent Fund harmless from all liabilities, losses, costs, expenses (including attorneys' fees) incurred by The Talent Fund and caused by or arising out of (a) any breach of an provision of the Agreement or contained in any other agreement related thereto including but not limited to any transfer of rights/assumption agreement; (b) any failure by the Client to comply with any union agreements or provision of applicable federal or state laws, regulations, rules or operating letters including but not limited to 28 USC § 4001; and (c) any action taken by The Talent Fund in reliance upon or pursuant to any instructions or specific request of Client, (d) any failure of Client to meet its payroll or other union or employer obligations to its employees at any time. This Paragraph 10 shall survive the termination of this Agreement.

11. Representations and Warranties of Client. The Client warrants and represents that there are no provisions of any law, whether federal, state or local, or of its certificate of incorporation, by-laws or agreement of any kind, nature or description binding upon the Client which prohibits the Client from entering into this Agreement and that the Client's performance of the Agreement has been duly authorized and is a binding obligation of the Client.

12. Appointment of Attorney in Fact. Client hereby appoints The Talent Fund as attorney in fact to represent it before and/or submit records to federal, state, and local taxing authorities and any insurance provider with respect to payrolls and taxes, and pursuant to any collective bargaining agreement. The Talent Fund will be the reporting agent, affirmed by the Client's signature, over the tax accounts and taxing authorities. The Client hereby authorizes The Talent Fund to pay the payroll taxes, and collective bargaining agreement payments, and/or associated fees.

13. Entire Agreement. The parties agree that this Agreement is the entire agreement between the parties and replaces and supersedes any prior agreements, discussions and understandings of any manner between the parties. Any amendment, modification, change or supplement to this Agreement by The Talent Fund shall be binding upon the Client. This Agreement shall be deemed drafted by The Talent Fund and Client, and no rule of construction shall be invoked against either party respecting the authorship hereof. All captions and headings herein are for convenience only and shall not be construed as interpretive or a part of any provision hereof. This agreement may be signed electronically, by facsimile and in counterparts.

14. Termination. The Talent Fund may immediately terminate this Agreement for cause. For purposes of this Agreement, "cause" shall mean a material breach of the terms and conditions of this Agreement by Client. Except as otherwise set forth herein, this Agreement may be terminated by either party upon prior written notice to the other, provided, however, the Client's duty to provide sufficient funds to The Talent Fund until Client's employees and The Talent Fund are paid in full for all payrolls run by The Talent Fund.

15. Assignment. This Agreement shall not be assigned or otherwise transferred by the Client to any other person, corporation or entity without the prior written consent of The Talent Fund which consent may be granted or withheld at The Talent Fund's sole discretion. This Agreement insures to the benefit of each party's heirs, permitted successors and assigns.

16. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any litigation by Client, Signer or The Talent Fund for any reason shall be held in San Mateo County, California or in the federal courts of San Francisco, California. Any judicially ordered arbitration shall be binding on both parties. If any action at law or equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

17. Third Parties. Unless otherwise set forth herein, under no circumstances shall Client's employees be construed as third party beneficiaries hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date first written above.

CLIENT: _____

THE TALENT FUND, INC.

Signature: _____

Joni Williamson, President

By: _____
(Print name of signer)

Title: _____

Address: _____

EIN: _____