

# Employee Leasing Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Unified Services I, Inc., an Arizona Corporation whose address is 12701 West Elm Street, Surprise, Arizona 85374, hereinafter referred to as "LESSOR" and \_\_\_\_\_ hereinafter referred to as "LESSEE".

## WITNESSETH

**Whereas**, Lessee, within the scope of and in furtherance of its primary business, conducts a private operation for the purpose of:

**Whereas**, Lessor is desirous of supplying a "payroll employee lease service" for workers, and worker supervisor(s) who are or will hereinafter be utilized by Lessee in furtherance of its own business.

**Now, therefore**, in consideration of the promises of the parties and subject to the terms and conditions hereinafter stated it is agreed, that Lessor, operate a "payroll employee lease service", which employs workers and worker supervisor(s) for the benefit and sole discretion and direction of Lessee in furtherance of Lessee's business.

## OBLIGATIONS OF THE LESSOR

1. As directed by Lessee, Lessor will co-employ persons recommended by Lessee as being competent and experienced and who are legally qualified under all state and federal regulations to work in the state of Arizona.
2. Lessor will pay such employee's wages and will pay all applicable federal, state, and city taxes with respect to the employment of such employees, including Social Security, federal and state unemployment compensation taxes. Lessor further will maintain payroll records and reports and will comply with all applicable laws and regulations of all governmental agencies relative to record keeping for such employees.
3. Lessor agrees to be responsible for the worker's compensation insurance on such employees. If any direct claim for worker's compensation benefits or awards, is asserted against Lessee by any of said employees or in the event of death, by their personal representative(s), then Lessor shall, to the extent of coverage paid by Worker's Compensation, indemnify and hold Lessee harmless from and against any such claim. Lessor covenants that it has and will maintain a policy of worker's compensation insurance with a reputable insurance company, covering the aforesaid obligations. Lessor will furnish certificates of insurance evidencing its obligations as required by this paragraph to Lessee and shall provide both proofs of insurance and prior notice of at least ten (10) days before cancellation or material alteration of such insurance.
4. Lessor assumes no responsibility for employees and/or Lessee's compliance with regulations of any federal, state, county or city agency regarding safety regulations or any other compliance matter.

## OBLIGATIONS OF THE LESSEE:

5. It is agreed that the Lessee shall have the sole responsibility to provide or have provided a supervisor(s) to see that the employees carry out all of the duties and responsibilities assigned to them.
6. Lessee will obtain and maintain reports, records, and other data necessary to comply with the applicable regulations of any and all applicable state and federal agencies in connection with Lessee's business.
7. With respect to employees hired by Lessor or vehicles used by Leased Employees pursuant to this Agreement. **Lessee will hold Lessor harmless and indemnify Lessor for any and all losses and/or damage(s)** incurred (directly or indirectly) by employees utilized by Lessee. Whether by reason of fire, collision, upset, or other casualty, or by reason of theft, or act of God, **and will provide to and name Lessor as an additional insured on such policies of insurance maintained and kept in force**, for the purpose of covering such loss. The insurance shall cover all such damages for an amount of not less than is required by state and federal laws.
8. Lessee will pay Lessor for services rendered in accordance with the schedule or amendment thereto attached to this agreement. All charges shall be paid upon presentation and any sums unpaid shall, after ten (10) days, accrue interest at the rate of one and one-half percent (1½) per month (or 18% per annum) until paid. Lessor will accept Lessee's payment by check, money order, cashier's check, or by electronic collection. An exception to the aforesaid is: in the event a payment made by check or electronic collection is returned, **due to insufficient or unavailable funds**, payments thereafter, will only be accepted in the forms of money order or cashier's check. Payment is due on or before the due date clearly stated on each invoice. If payment is received after this date a ten (10%) percent late fee will be assessed. Returned check (INSF) fee; amount due less than \$100.00 = \$50.00; \$100.00 to \$300.00 = \$75.00; \$301 to \$1,000.00 - \$100.00; amount greater than \$1,000.00 = 15% fee.
9. Lessee hereby grants and authorizes Lessor and its Agents, including Financial Institutions to initiate electronic checking/savings, and if necessary, credit entries and adjustments for any debit entries in error to my checking and/or savings accounts. This authorization will remain in effect until I have informed the Lessor in writing that I wish to cancel it and the Lessor had had reasonable time to effect such cancellation.

**FEE SCHEDULE:**

- 10. Salary, Hourly, Commissions (if any), Bonus (if any), Vacation Pay (if any), Sick Pay (if any), and/or any other compensation agreed to between Lessor and Lease Employee, shall be charged at FULL GROSS PAY.
- 11. All Federal (FICA, Medicare & FUTA), State (SUTA), and City Payroll Tax and other fees shall be charged on the FULL GROSS PAY, and at a rate of Twelve and Five-tenth (12.5%) percent without regards to limitations, subject to change due to any and all statutory rate changes.
- 12. Workmen's Compensation will be assessed on the FULL GROSS PAY of each Leased Employee based upon his/her classification.
- 13. There is an administration fee of \$ 10.00 per pay period.

**GENERAL PROVISIONS:**

- 14. This Agreement shall be the entire understanding and agreement between Lessor and Lessee with regard to the subject matter hereof, and any representations, covenants, terms, and conditions nor incorporated herein shall be binding on either party. This agreement shall supersede all prior understandings, agreements, contracts, or arrangements between Lessee and Lessor and may be amended or changed only by the execution of an endorsement or amendment thereto duly executed by both parties.
- 15. The Agreement shall be binding upon the parties hereto, their predecessors, successors, and agents.
- 16. No assignments made of this Agreement by either party shall be valid without the prior written consent of the other party, except for only liquidated sums as may be due thereunder.
- 17. This Agreement may be terminated by Lessor upon five (5) days written notice to the Lessee, or by the Lessee upon seven (7) days written notice to the Lessor at the last address which is provided herein.
- 18. It is hereby mutually agreed, by and between Lessee and Lessor that the services will be performed in a timely manner from information provided by Lessee, and the accuracy of said information is subject to the accuracy of the information provided by Lessee to Lessor.

**LESSEE:**

Business Name \_\_\_\_\_ EIN/SSN \_\_\_\_\_

Sole P SchC                      Partnership 1065                      Sub-S 1120S                      Corporation 1720

Primary Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Ownership Information:**

Name \_\_\_\_\_ SSN/EIN \_\_\_\_\_ % of Ownership \_\_\_\_\_

WC Coverage    **Y**    **N**    Annual Wage: \_\_\_\_\_ Principal Duties: \_\_\_\_\_

Name \_\_\_\_\_ SSN/EIN \_\_\_\_\_ % of Ownership \_\_\_\_\_

WC Coverage    **Y**    **N**    Annual Wage: \_\_\_\_\_ Principal Duties: \_\_\_\_\_

Name \_\_\_\_\_ SSN/EIN \_\_\_\_\_ % of Ownership \_\_\_\_\_

WC Coverage    **Y**    **N**    Annual Wage: \_\_\_\_\_ Principal Duties: \_\_\_\_\_

Name \_\_\_\_\_ SSN/EIN \_\_\_\_\_ % of Ownership \_\_\_\_\_

WC Coverage    **Y**    **N**    Annual Wage: \_\_\_\_\_ Principal Duties: \_\_\_\_\_

Bank Name for electronic Collection \_\_\_\_\_

**Payroll Period Starting Date:** \_\_\_\_\_    **Weekly**            **Bi-Weekly**

**IN WITNESS THEREOF**, the parties have executed this agreement on the date set forth above.

\_\_\_\_\_  
Signature of Lessee (Owner/Officer/Partner)                      Title                      Date

\_\_\_\_\_  
Signature of Lessor (Unified Services, Inc.)                      Title                      Date

# PEO Payroll Control Sheet

Help us help you, please provide us this information:

**COMPANY:** \_\_\_\_\_ **EIN:** \_\_\_\_\_

## Contacts for Payroll and/or Other Issues:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Preferred Method of Sending Payroll Hours:

**Monday by 11:00AM, to be:** Call In      Fax In      E-Mailed

## Preferred Method of Receiving Payroll Totals:

### Check one

**Phone**      Phone: \_\_\_\_\_      OK to Leave Message: YES      NO  
**Fax**      Fax: \_\_\_\_\_  
**E-Mail**      Email: \_\_\_\_\_

Special Notes: \_\_\_\_\_

## Address to Receive Payroll Checks/Checkstubs:

Address for Mailing: \_\_\_\_\_

## **Notes:**

**Electronic Collection Consent Form  
For Payroll Collection**

**Unified Services I, Inc.**

PO Box 1400, Surprise, AZ 85378-1400  
12701 West Elm Street  
Surprise, Arizona 85378  
(623) 583-0113  
Fax (623) 583-4451

I give my consent to Unified Services I, Inc. to credit my account for the indicated payroll basis, Weekly  or Bi-Weekly , for payroll purposes.

Bank Name _____
Checking Account <input type="checkbox"/> Savings Account <input type="checkbox"/>
Routing Number _____
Account Number _____

This authority is to remain in full force and effect until Unified Services I, Inc. has received written notification from me of its termination in such time and in such manner as to afford Unified Services I, Inc., and depository, a reasonable opportunity to act on such notification.

Lessee Name _____	SSN/EIN _____
Lessee Signature _____	Date: _____

**STAPLE VOIDED CHECK HERE**



## **Unified Services I, Inc.**

**Employee Leasing \* Taxes \* Accounting \* Payroll**

**12701 W. Elm Street**

**Surprise, Arizona 85378**

**Phone (623) 583-0113**

**Fax (623)583-4451**

Dear Client,

As a service to you as a Unified Services I, Inc's. client, we will obtain your workers compensation as required by Arizona State law. All workers compensation insurance policies require a deposit and an annual policy fee to begin your insurance and issue a policy number. In order to complete your company's service with us, we will be collecting the \$180.00 annual policy fee that is required when the policy is bound. A benefit to you as a part of your payroll service we will pay the required deposit.

You will be billed each billing cycle for the workers comp premium based on the gross payroll for that period. At the end of twelve months when your policy renews or you terminate your Leasing Agreement, you will be billed the difference of what you have paid and the annual premium, if any amount is due.

The annual policy fee Will be ACH from your account along with your first payroll debit.

I \_\_\_\_\_, agree to have the annual policy fee of \$180.00  
ACH from my account.

I \_\_\_\_\_, also agree to have any balance due for the  
minimum annual premium ACH from my account.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## WORKERS' COMPENSATION INSURANCE REJECTION

The undersigned owner/employee hereby rejects any and all coverage as provided and is available under the Arizona State Workers' Compensation Act. The undersigned further acknowledge that he/she understand that Workers' compensation is governed by the laws found in Article 18, Section 8 of the Arizona State Constitution, Chapter 6 of Title 23 of the Arizona Revised Statutes (A.R.S. § 23-901 et seq., also sometimes referred to as "the Act") and Workers' Compensation Practice and Procedure rules contained in the Arizona Administrative Code (A.A.C. R20-5-101 et seq.). Under Arizona law, it is mandatory for employers to secure workers' compensation insurance for their employees. Workers' compensation is a "no fault" system in which an injured employee is entitled to receive benefits for an industrial injury, no matter who caused the job-related accident. If an illness or injury is job-related, then the injured worker (also known as a claimant or applicant) receives medical benefits and may receive temporary compensation, if eligibility requirements are met. In some cases, a claimant may also receive permanent compensation benefits, "job retraining," and supportive medical care.

The undersigned individual declares to Unified Services I, Inc. that they are an owner of said undersigned Company. The following owner/employee of said listed company below hereby rejects any and all coverage as may be provided, including compensation and medical benefits, under such coverage as would be provided under workers compensation insurance.

The undersigned acknowledges that he/she owns at least a five (5%) percent interest in said listed company below. In addition, by signing this rejection request the undersigned acknowledges that for this rejection to be valid, it must be a free and voluntary election. Further the undersigned owner/employee confirms that there has been no intimidation, fraud, force or threat of, or coercion of any nature whatsoever in making this election to reject workers compensation insurance coverage.

By signing this request, the undersigned acknowledges that they have a full understanding as to their financial responsible that may arise from any injury or illness that they may experience or encounter as an owner/employee of said Undersigned Company.

As an owner/employee who rejects coverage as provided by the Arizona Workers' Compensation Act agrees to hold harmless, Unified Services I, Inc and it owners, from any injury or illness that you the owner/employee may experience or encounter as an owner/employee of said Undersigned Company.

As an owner/employee who rejects coverage as provided by the Arizona Workers' Compensation Act agrees to hold harmless, Unified Services I, Inc and it owners, from any and all financial responsibilities that you the owner/employee may incur due to any injury or illness that you the owner/employee may experience or encounter as an owner/employee of said Undersigned Company.

I hereby confirm that I have at least a five percent (5%) ownership in the company named below and I reject any and call coverage as provided by workers compensation insurance company.

\_\_\_\_\_  
Owner Signature

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

Rejection Date: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
EIN

EMPLOYEE'S NOTICE OF REJECTION OF TERMS OF THE ARIZONA  
WORKERS' COMPENSATION LAW

POLICY NO.

DATE

To

Full Name of Employer

Employer Address

City

State Zip Code

YOU ARE HEREBY NOTIFIED THAT THE UNDERSIGNED ELECTS TO REJECT THE TERMS, CONDITIONS AND PROVISIONS OF THE LAW FOR THE PAYMENT OF COMPENSATION, AS PROVIDED BY THE COMPULSORY COMPENSATION LAW OF THE STATE OF ARIZONA, AND ACTS AMENDATORY THERETO.

(Employee First Name)

(Last Name)

(Social Security Number of Employee)

(Address of Employee)

\_\_\_\_\_  
(Signature of Employee)

(City)

(State)

(Zip Code)

NOTE: This notice is of no effect unless it is filled out in duplicate and served upon the employer. The employer shall, in all cases, within five days of receipt of the notice, file a copy with the workers' compensation insurance carrier.