

CLIENT SERVICE AGREEMENT

Contact Us Today!
Blair Motl
 106 W Main St, West Dundee, IL 60118
 847-42VAULT
 Blair.Motl@PayrollVault.com

Legal Business Name: Elmhurst Escape Room Contact: Sandra
 Trade Name (DBA): _____ Email: owner@elmhurstescaperoom.com
 Address: 152 N York Street, 2nd Floor Phone: 773-793-0220 Fax: _____
 City: Elmhurst State: IL Zip: 60126 Other: _____

Payroll frequency Weekly Bi-weekly Semi-monthly Monthly Pay period _____ Pay day _____
 Apply for State IDs? Yes No First payroll run _____ Wknd +1 -1

Vault Packages	Value	Custom	Professional	Executive
Owner only fixed paycheck State tax filing Federal tax filing Standard reports Secure online reporting	✓	✓	✓	✓
Secure online entry Remote check printing Direct deposit Prepaid debit cards Employee self-service Mobile apps		✓	✓	✓
Professional processing platform Specialized reporting Retirement plan reporting + check printing QB mapping			✓	✓
HR Library		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Labor law poster		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accountant access		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accruable benefits tracking		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Notes:
 Custom Package
 Quarterly fees are \$55
 No Fees applied until 1st payroll run

	\$ 38.95	46.95	54.95	62.95
Check Fee: \$ 2.25 X 4 Employees:				9.00
Timekeeper fee: \$ 2.25 X _____ Employees:				
Estimated Cost per Payroll:				\$55.95
Platform Setup: \$145 + \$10 X 4 Employees:				\$185.00
Agency Registrations: \$165 X _____ Agencies:				
Estimated Setup Cost:				\$185.00

Additional Fees
 Additional State Tax Payment- \$6.95ea
 W2's, 1099's, 1095-C - \$95 + 12.95ea
 Garnishments & Child Support \$6.95ea
 Unemployment Claim Processing: \$95ea
 Quarterly: 1-9 employees \$55, 10-19 \$95, 20+ \$155

See the Additional Terms and Provisions that are incorporated here and which bind the Client. Either party may terminate upon 30 days prior written notice. The services detailed above are to be performed subject to the terms and conditions on page 2. In witness whereof, and intending to be legally bound hereby, the undersigned has executed this document on the date below

FEES: All fees subject to change without notice.
 Additional fees may apply.
 Dated 12/1/2020 By Sandra Howard (Client Signature)
 Dated 12/1/2020 By _____ (Payroll Vault Signature)

By filling out the information below, you are granting permission to Payroll Vault to have contact with your accountant/tax preparer/CPA.

Accountant/tax preparer/CPA information

Name: Matt VanHoeven

Company: VanHoeven Accounting

Phone: 847-514-3023

ADDITIONAL TERMS AND PROVISIONS

CLIENT PAYROLL SERVICE AGREEMENT - ADDITIONAL TERMS AND PROVISIONS

1. TERM - This Client Payroll Service Agreement ("Agreement") shall be on a month to month basis with thirty days advance written notice to terminate.
2. INITIAL SETUP FEE - If Initial Setup Fees is waived and client terminates service within the first 90 days a \$10.00 per employee setup fee will be charged as an early termination fee with a minimum charge of \$150.00.
3. PAYROLL VAULT - This Client Payroll Service Agreement is with Client and the local Payroll Vault franchise office that signs and represents this Client Payroll Service Agreement. There is no other service or legal obligation with Client and Payroll Vault Franchising LLC, ("Franchisor"), or any other Payroll Vault franchise office.
4. PAYMENT - Fees shall be due and collected via ACH at the time services are provided.
5. REFERRAL AWARDS - Any referral discounts received for a "Free Payroll" shall be limited to \$100.00.
6. REPORTING & INFORMATION COLLECTION - Client and Payroll Vault understand Payroll Services are time sensitive and require a commitment to report AND complete the work timely. It is our policy that all information be reported to Payroll Vault at least 24 hours prior to our commitment to complete the work unless otherwise arranged. A minimum late reporting fee of \$50.00 along with appropriate "rush" fee may apply if less than 24 hours is given to complete the agreed upon payroll services.
7. NSF & RETURNED ITEMS - Any ACH items or PAYMENTS payable to Payroll Vault that are returned due to insufficient funds shall be subject to a minimum NSF fee of \$95.00 and due immediately via wire or cashiers check to continue current and future payroll services. If NSF funds are not received Payroll Vault is authorized to reverse any employee direct deposits, reverse and/or hold any tax payments and/or reallocate any other tax payments to cover any remaining outstanding balance. Any NSF or Returned Item may result in termination of the Agreement by Payroll Vault immediately.
8. OVERTIME - Payroll Vault and the Payroll Vault Staff are not responsibly for calculating or determining any employees overtime hours.
9. HUMAN RESOURCES & EMPLOYMENT LAWS - Payroll Vault and the Payroll Vault Staff will not advice Client regarding Employment Laws or any strategies in managing employees. Payroll Vault and the Payroll Vault Staff will not advise Client with regards to specific classification between employees and contractors. Payroll Vault may offer auxiliary Human Resource service options and agreements with third party service providers and consultants.
10. ATTORNEY'S FEES - Client shall pay upon demand to Payroll Vault, all costs and expenses (including reasonable attorney's fees, court costs, and expert witness fees) which may be incurred by Payroll Vault, in the enforcement of this Agreement, the disbursement of funds in accordance with the terms of this Agreement which later may be reversed, or dishonored, and the collection of the indebtedness evidenced hereby. Alternatives to litigation such as mediation will be considered first in any disputes over this Client Payroll Service Agreement.
11. WAIVERS - Client hereby waives demand, protest, and notice of protest and nonpayment in connection with the delivery, acceptance, performance or enforcement of this Agreement. Any failure of Payroll Vault, to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time or times. The waiver by Payroll Vault, of a breach or default of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.
12. GOVERNING LAWS - This Agreement shall be construed and governed by the laws of the State of Illinois. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not alter or impair the remaining provisions of this Agreement. No modification hereof shall be binding or enforceable unless in writing and signed by Client & Payroll Vault. This Agreement shall inure to the benefit of Payroll Vault and its successors and assigns.
13. LATE PAYMENTS - A finance charge shall accrue on all fees or outstanding NSF and Returned Items, which are not received by the last day of the month due. The finance charge shall be an annual percentage rate of (18%) percent calculated at a periodic monthly rate of 1.5% of the unpaid balance, including interest, at the end of each month. Client agrees to pay interest as stated and costs together with Attorney's fees and costs actually incurred for collection of any unpaid fees or outstanding NSF and Returned Items.
14. MINIMUM PAYMENT - In any month in which you have no payroll you will make minimum payment of \$ 35.00 (Minimum Payment). The Minimum Payment will be withdrawn from your account in the same manner as are other fees and payroll costs.
15. OWNERSHIP - Any original source documents shall remain the property of the client and returned. All Payroll Vault work papers shall remain the property of Payroll Vault. Confidentiality of client's records shall be in accordance with general business principles and applicable laws.
16. LIABILITY - The parties agree that Payroll Vault's liability for payroll services rendered and opinions given shall be limited to that of a payroll services firm practicing in the State of Illinois. The client understands that the payroll processing and reports will be prepared from the information as submitted without audit or verification. Payroll Vault shall be held harmless for all unaudited services rendered.
17. TAX PAYMENTS & TAX RETURN - Work will be processed by the due date so long as all records are received promptly and within a reasonable time of the due date. In the event of termination, Payroll Vault shall not be liable to perform any work of any kind after date of termination.
18. INDEMNIFICATION - Client agrees to indemnify and hold harmless Payroll Vault and Payroll Vault's officers, directors, shareholders, employees and agents from and against any claim, cause of action, damage, loss, fee, award, costs (including reasonable attorney's fees, court costs, and expert witness fees) penalty, or any other cost, fee, loss, or damage incurred by Payroll Vault as a result of Clients: (i) failure to timely fund the account against which funds are drawn; (ii) failure to honor a properly drafted debit request from the Client's account; (iii) failure to refund to us, any funds disbursed by us that are later reversed by the employee, the Client, or otherwise; (iv) bank or depository making claims for indemnification to Payroll Vault under any Automated Clearing House (ACH), Autopay, or similar agreement wherein Client has permitted Payroll Vault to withdraw funds from Client's account in order to service Client's employees; (v) employees' mismanagement, embezzlement, or dishonesty in reference to the Client's account which results in a loss by Payroll Vault.

Dated 12/1/2020 By Sandra Howard (Client Signature)

This is the form for use between Payroll Vault and client

AUTOPAY - AUTHORIZATION TO HONOR ITEMS DRAWN BY PAYROLL VAULT

Print Name of Depositor As Shown On Bank Records: Elmhurst Escape Room

Bank Name: Chase

Bank Address: 163 N York, Elmhurst IL 60126

Routing Number: 071000013 Account Number: 639357612

ATTACH COPY OF VOID CHECK

To The Bank Named Above:

In consideration of your participation in this plan, Payroll Vault, agrees:

1. To indemnify and hold you harmless from any loss you may suffer resulting from or in connection with the execution and issuance of any item whether or not genuine, purporting to be drawn by or on behalf of Payroll Vault and payable to it pursuant to an authorization signed by one of your depositors, and received by you in the regular course or business for the purpose of payment, including any costs or expenses reasonable incurred in connection with such loss;
2. In the event that any such item shall be dishonored, whether with or without cause, and whether intentionally or inadvertently, to indemnify you and hold you harmless from any loss resulting from such dishonor, including costs and expenses;
3. To defend, at its own costs and expenses, any action which may be brought against you by any person or persons whatsoever because of your actions taken pursuant to the foregoing request or in any manner arising by reason of your participation in this agreement. The indemnification provision of the FA should include this coverage.

As a convenience to me, I your customer (and Depositor named above) hereby request and authorize you to pay and charge to my account, debits originated by and payable to the order of **Payroll Vault** provided there are sufficient collected funds in said account to pay the same. This authorization includes debits (here-in "items") originated by check or electronic transfer relating to net payroll checks, withheld taxes, employee payroll taxes and fees due to **Payroll Vault**. I agree that your rights in respect to each said item shall be the same as if it were a check drawn on you and signed personally by me. This authority is to remain in effect until revoked by me in writing, and until you actually receive such notice, I agree that you shall be fully protected in honoring any such item; except that no such cancellation will take place until I have contacted **Payroll Vault** in writing that I am canceling this authorization.

The Bank shall be under no obligation to furnish me with any special advice or notice in writing or otherwise of such payment or charge to my account.

I further agree that if any such item be dishonored, whether with or without cause and whether intentionally or inadvertently, you shall be under no liability whatsoever even though such occurrences may result in **Payroll Vault's** termination of our agreement. Dishonored items may be charged a minimum \$75.00 handling fee by **Payroll Vault** per occurrence.

Date: 12/1/2020 Authorized Signature 1 Sandra Howard Authorized Signature 2 _____

ATTACH COPY OF VOIDED CHECK

Payroll Vault Client Signature Request Form

We need your signature on file in order to sign payroll checks and complete quarterly and year end tax filings on your behalf. Once your signature is on file, we will have the ability to expedite payroll checks to employees as well as file tax filings within the designated time period.

You may provide your signature to Payroll Vault electronically via a BMP, PNG, or JPG image. If you do not have a digital signature on file, you may sign and submit this completed form to Payroll Vault. Please provide your signature centered in the three boxes below. We will use the best of the three. Sign your name in the same size as if you were signing a check.

Sample Signature:

(Sample Signature)

Signature #1:

Sandra Howard

Signature #2:

Sandra Howard

Signature #3

Sandra Howard

Reporting Agent Authorization

► Information about Form 8655 and its instructions is at www.irs.gov/Form8655.

Taxpayer

1a Name of taxpayer (as distinguished from trade name) Elmhurst Escape Room	2 Employer identification number (EIN) 85-2567718
1b 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.) City or town, state, and ZIP code	5 Other identification number (optional)

6 Contact person Sandra	7 Daytime telephone number 773-793-0220	8 Fax number
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Reporting Agent

9 Name (enter company name or name of business) BMO Payroll Company	10 Employer identification number (EIN) 46-3913838
11 Address (number, street, and room or suite no.) 106 W. Main St. City or town, state, and ZIP code West Dundee IL 60118	

12 Contact person Blair	13 Daytime telephone number 847-428-2858	14 Fax number 847-594-6060
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Authorization of Reporting Agent to Sign and File Returns (Caution: See Authorization Agreement)

15 Indicate the tax return(s) to be signed and filed. For quarterly returns, use "YYYY/MM" format. "MM" is the last month of the quarter for which the authorization begins (for example, "2018/09" for third quarter of 2018). For annual returns, use "YYYY" format to indicate the year for which the authorization begins.

940 <u>2017/03</u>	941 <u>2017/03</u>	940-PR _____	941-PR _____	941-SS _____	943 _____
943-PR _____	944 <u>2017</u>	945 _____	1042 _____	CT-1 _____	

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

16 Indicate the tax return(s) for which the reporting agent is authorized to make deposits or payments. Use the "YYYY/MM" format to enter the month in which the authorization begins (for example, "2018/08" for August 2018).

940 <u>2017/03</u>	941 <u>2017/03</u>	943 _____	944 <u>2017</u>	945 _____	720 _____
1041 _____	1042 _____	1120 _____	CT-1 _____	990-PF _____	990-T _____

Duplicate Notices to Reporting Agents

17 Check here to request the IRS to issue to the reporting agent duplicate copies of notices and correspondence regarding returns filed and deposits or payments made by the reporting agent.

Disclosure Authorization for Forms Series W-2, 1099, and/or 3921/3922

18a 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 2017/03.

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 2017/03.

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 _____.

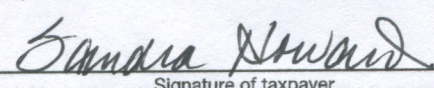
State or Local Authorization (Caution: See Authorization Agreement) 2017/03

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 terminated or 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	Owner Title	12/1/2020 Date
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Illinois Department of Revenue
IL-8655 Reporting Agent Electronic Services Authorization

Taxpayers who wish to assign a Reporting Agent (designee) to electronically file and pay on their behalf for the forms listed below must complete Form IL-8655 and submit it to the designee named. The Reporting Agent must retain this form subject to inspection by the Illinois Department of Revenue (IDOR) and the Illinois Department of Employment Security (IDES).

Step 1: Taxpayer Information

1 Elmhurst Escape Room
 Legal name of business (as shown on tax return)

2 _____
 Doing business as (dba) name (if different than Line 1)

3 152 N York St 2nd Fl.
 Street address

Elmhurst IL 60126
 City State ZIP

4 85-2567718
 Federal Employer Identification number (FEIN)

5 _____
 Illinois Business Tax number (IBT no.)

6 5109450
 Unemployment Insurance Account number (UI no.)

7 773-793-0220 ext.: () -
 Daytime phone - include area code FAX number and area code

Step 2: Reporting Agent Information

7 BMO Payroll Company
 Reporting Agent name

8 106 W. Main St.
 Street address

West Dundee IL 60118
 City State ZIP

9 46-3913838
 Federal Employer Identification number (FEIN)

Step 3: Check all forms that apply to this authorization

IL-941 IL-501 IL-W-3
 UI-3/40 Other _____

Step 4: Signature Authorization

Under penalties of perjury, I state that I have examined this form and to the best of my knowledge it is true, correct, and complete. I understand that this authorization does not absolve me, as the taxpayer, of the responsibility to ensure that all state tax returns are filed and all taxes are paid on time.

I authorize the Reporting Agent named above (the designee) to sign and file state tax returns transmitted electronically for the tax forms indicated above. I also authorize the designee to initiate the associated electronic tax payments to IDOR and IDES (for Form UI-3/40). Further, I authorize the designee to release a copy of this Form IL-8655 to IDOR and IDES (for Form UI-3/40).

I authorize IDOR and IDES (for Form UI-3/40) to disclose confidential tax information to the designee relating to the forms indicated above that are filed by the designee, and the associated payments that are made by the designee. I certify that I have the authority to authorize such disclosure on behalf of the taxpayer. This authorization remains in effect until the taxpayer or the designee notifies the other that this authorization is terminated or revoked.

Sandra Howard Owner / 12/1/2020
 Signature of taxpayer, authorized officer, or partner Title Month Day Year

This form is authorized as outlined by the Department of Revenue Law of the Civil Administrative Code of Illinois, the Illinois Income Tax Act, the Unemployment Insurance Act, and the Department of Employment Security Law of the Civil Administrative Code of Illinois. Completion of this form is required only if a taxpayer wishes to assign a Reporting Agent to electronically file and pay taxes or unemployment insurance contributions on its behalf as provided in this form. This form has been approved by the Forms Management Center. IL-492-4391



Power of Attorney for Representing Employer under the Illinois Unemployment Insurance Act

Fax: 217-557-1948

Account No. 5109450

Employer Elmhurst Escape Room
located at 152 N York Street, 2nd Floor Elmhurst IL 60126 () 773-793-0220
(Street Address, City, State, Zip Code) Telephone Number
E-mail Address owner@elmhurstescaperoom.com

hereby authorizes BMO Payroll Company PVAULT001
located at 106 W. Main St. West Dundee IL 60118 () 847-428-2858
(Street Address, City, State, Zip Code) Telephone Number
E-mail Address Blair.Motl@PayrollVault.com

to represent the Employer before the Director in any and all matters, to act in the Employer's stead with the same consequences as the Employer, and to receive any and all information requested by said Representative pertaining to the Employer's liability for the payment of contributions, interest and penalties under the Illinois Unemployment Insurance Act (except that I understand that notices pertaining to a Determination and Assessment or Refund/Adjustment shall be sent to the employing unit at its principal place of business or its last known place of business or residence), until such time as the appointment is terminated. I understand that my Representative shall be provided information only to the extent that it is requested for one of the purposes set forth in Section 1900 of the Illinois Unemployment Insurance Act [820 ILCS 405/1900].

Signature

Elmhurst Escape Room

Name of Employer

By Sandra Howard

Title Owner

Date 12/1/2020



Power of Attorney for Representing Employer under the Illinois Unemployment Insurance Act

Fax: 217-557-1948

Account No. 5109450

PVAULT001

Employer Elmhurst Escape Room

located at 152 N York Street, 2nd Floor Elmhurst IL 60126 () 773-793-0220
(Street Address, City, State, Zip Code) Telephone Number

E-mail Address owner@elmhurstescaperoom.com

hereby authorizes Personnel Planners PER PLA 001 099

located at 913 W Van Buren Chicago IL 60607 () 312-733-5555
(Street Address, City, State, Zip Code) Telephone Number

E-mail Address POA@PersonnelPlanners.com

to represent the Employer before the Director in any and all matters, to act in the Employer's stead with the same consequences as the Employer, and to receive any and all information requested by said Representative pertaining to the Employer's liability for the payment of contributions, interest and penalties under the Illinois Unemployment Insurance Act (except that I understand that notices pertaining to a Determination and Assessment or Refund/Adjustment shall be sent to the employing unit at its principal place of business or its last known place of business or residence), until such time as the appointment is terminated. I understand that my Representative shall be provided information only to the extent that it is requested for one of the purposes set forth in Section 1900 of the Illinois Unemployment Insurance Act [820 ILCS 405/1900].

Signature

Elmhurst Escape Room

Name of Employer

By Sandra Howard

Title Owner

Date 12/1/2020

STATE OF ILLINOIS
DEPARTMENT OF EMPLOYMENT SECURITY
33 SOUTH STATE STREET
CHICAGO, IL 60603-2802

UNEMPLOYMENT INSURANCE SPECIAL MAILING FORM

The purpose of this form is to notify the Department of a request to have correspondence sent to an address other than your business address or to terminate a preexisting address, except that notices pertaining to a Determination and Assessment or Refund/Adjustment shall be sent to the employing unit at its principal place of business or its last known place of business or residence. **If the requested address being added is for a third party or service bureau, you must also complete the Power of Attorney (LE-10) form.**

Employer Name Elmhurst Escape Room
DBA Name _____
Illinois UI Account Number 5109450
Federal I.D. Number 85-2567718

Note: Each form can be directed to only one address. Therefore, check only once for each form. If your request cannot be contained in its entirety on this form because of multiple addresses, please provide additional copies of the form:

- BIS-32 (Notice to Chargeable Employer)
- UI-3/40 (Contribution & Wage Report)
- Ben-118/118R Benefit Charge Notice
- UI-5A/UI5B (Rate Notice)
- Benefit Appeal Notice
- SI-5 (Notice of Benefit Earnings Audit)

Effective Date 12/1/2020

- BIS-32 (Notice to Chargeable Employer)
- UI-3/40 (Contribution & Wage Report)
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- UI-5A/UI5B (Rate Notice)
- Benefit Appeal Notice
- SI-5 (Notice of Benefit Earnings Audit)

Effective Date 12/1/2020

Signed by *Sandra Howard*
Title Sandra Howard

PVAULT001
BMO Payroll Company
C/O (Name of Representative or Service Bureau)
106 W. Main St.
Street Address IL Unit or Suite 60118
City, State, ZIP
Country Blair.Motl@PayrollVault.com Telephone Number
E-Mail Address

Termination Date _____

Personnel Planners, Inc. PER PLA 001 099
C/O (Name of Representative or Service Bureau)
913 W Van Buren Street, Unit 3A
Street Address IL Unit or Suite
City, State, ZIP 60607
Country USA Telephone Number 312-733-5555
E-Mail Address poa@personnelplanners.com

Termination Date _____

Date 12/1/2020
Telephone Number 773-793-0220