

Service Agreement for Production of Certified Payroll Reports

National Weatherization Corporation (NWC) and a third-party affiliated provider will provide to the Customer Certified Payroll Reporting from customer provided data, including as applicable, Customer's third-party payroll data files.

Terms and Conditions:

1. Customer will notify NWC of intent for use of this service immediately upon award of bid for project(s) requiring Certified Payroll Reports. In that notice, customer will identify the Awarding Agency and date of signed contract, date work will commence, expected duration of service use and expected payroll dates and reporting deadlines. A separate Certified Payroll Report is required from contractors for EACH Subgrantee they have received a bid award from.
2. Customer will be contacted via email, voice, or both, by the affiliated provider for a pre-scheduled "use and training" webinar of the Certified Payroll Reporting Product that customers must attend webinars to gain future access and use of the Certified Payroll Reporting product. During the webinar, expectations will be set for use at the entity level, including of the contractor's responsibility for entering their data and completing the report generation process in the Certified Payroll Reporting Product, through electronic signature of their Certified Payroll
3. Customer agrees to release to NWC a Certified Payroll Report for each week, OR provide NWC with access to that Report.
4. NWC and its affiliated provider holds no responsibility for Customer provided data and likewise has no contingent liability associated with the results that data provides in report form. Customer accepts full responsibility and any associated liability to the accuracy of all provided data to NWC or its affiliated provider.
5. NWC and its affiliated provider holds no responsibility or associated liability for timeliness of reports in the event of Customer delay(s) affecting Certified Payroll Report services.
6. Customer will be invoiced in advance for Certified Payroll Reporting to be generated each month. Customer must honor all fees due prior to Certified Payroll Report periods specified in Invoice
7. All fees will be collected through PayPal online processing or other similar serve provider. PayPal may be accessed via NWC website Customer Certified Payroll Payment page (<https://www.weatherizationcorp.net:444/weekly-payment.aspx>). In some cases upon request checks may be accepted by mail to: **National Weatherization Corporation, PO Box 5921, Springfield, MA 01101**
8. This Agreement is for a minimum of one (1) year from the date of signing, but may be terminated by the Customer with a thirty (30) day written notice to the address in item seven (7) prior to the desired ending date.

- Fees:**
1. A one-time customer registration and set-up fee associated with this service will be \$265.50 due upon execution of this Agreement. In some cases and by previous prearrangement, a party other than the customer might accept the responsibility of paying this fee for the customer.
 2. A fee of \$235.00 (monthly, per Subgrantee), invoiced and paid in advance, will apply for each report period ending date NWC and its affiliated provider is engaged to produce Certified Payroll reporting. This will include "No Work" reports if you are in a contract but have not performed any work on that contract in a particular week.

IN WITNESS WHEREOF, this Agreement is executed as of _____, 20__.

CUSTOMER:

Company

Phone Number

Name (Print)

E-Mail Address

Signature

Address 1

Title

City, State, Zip

Limited Warranty

NWC and its affiliated provider warrants that the data received for processing Certified Payroll Reporting will be processed in the format known to NWC/PN as the current regulatory requirements. Except as otherwise set forth above, the data is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Limitations of Liability

In no event shall NWC's, or its affiliated provider's, liability to customer for damages hereunder for any cause whatsoever exceed the amount paid by customer for use of the data. In no event will NWC or its affiliated provider be liable for any lost profits or other incidental or consequential damages arising out of the use or inability to use the data even if NWC or its affiliated provider have been advised of the possibility of such damages.

**Fax Completed Agreement to:
877-739-3934**