



**CLIENT ACKNOWLEDGMENT FORM & AGREEMENT:
CARES ACT EMPLOYEE RETENTION CREDIT**

Client Name	Client Number
Client Authorized Signer Name (Printed)	Client Authorized Signer Title

BY CHECKING THE BOXES BELOW, YOU ACKNOWLEDGE THE FOLLOWING:

- The Client acknowledges they are entitled to claim the Employee Retention Credit in accordance with the qualifications specified under the CARES Act:
 - 1) Operations were fully or partially suspended due to a COVID-19 related “shut-down order,” or
 - 2) Gross receipts declined by more than 50% when compared to the same quarter in the previous year.

Payroll Check Date to Begin applying the Employee Retention Credit:

 - First Payroll Check Date after April 1, 2020; or
 - Other Qualifying Payroll Check Date _____ **(cannot be earlier than April 1, 2020).**
- Estimated date for when business operations will return to pre-COVID levels: _____. If unable to determine the estimated date, the Client acknowledges they are obligated to inform Questco that the Client no longer qualifies for the Employee Retention Credit under the CARES Act. Notification must be provided to Questco in writing prior to the end of the first payroll period when operations are restored.
- The Client acknowledges that the credit is based on 50% of qualified wages paid from April 1, 2020 through December 31, 2020 up to a maximum credit of \$5,000 per employee.
- The Client acknowledges they have not received an SBA Loan under the PPP, nor has the Client been allowed a Work Opportunity Tax Credit, disqualifying them from receiving the Employee Retention Credit.
- The Client acknowledges that it is Questco’s responsibility to determine an employee’s qualified wages for purposes of calculating the Employee Retention Credit.
- The Client acknowledges that it is Questco’s responsibility to calculate the amount of the Employee Retention Credit due each pay date based on qualified wages. Any retention credit invoiced back to the Client will be limited to the Client’s quarter to date 941 liability which includes all federal employment taxes.
- Any Employee Retention Credit due to the Client will be reflected as a separate line item on the Client’s invoice.
- Any unused earned Employee Retention credits due to insufficient quarter to date federal employment tax liabilities will be applied against future federal tax liabilities arising from Client payrolls processed by Questco.
- The Client acknowledges they **WILL NOT** request an advance Employee Retention Credit on Form IRS 7200 (Advance of Employer Credits Due to COVID-19). All tax credits earned by the Client under the CARES Act Employee Retention Credit program will be reported by Questco on behalf of the Client in conjunction with their responsibilities as the Client’s PEO.
- If the Client terminates their Client Service Agreement (CSA) with Questco prior to the full application of all tax credits earned under the Employee Retention Credit program, the Client will be able to use those credits against future federal tax liabilities incurred on or before December 31, 2020. Questco’s responsibility will be to provide a report of any unused Employee Retention credits at the time the CSA between the Client and Questco is terminated.

I certify that by signing this agreement, I am duly authorized as a representative of the Client named above to sign this agreement. All the facts are true and correct to the best of my knowledge. I have reviewed the guidance provided by the IRS for the above Employee Retention Credit under the CARES Act.

Authorized Representative Signature

Date

Please submit this completed form to your Questco Client Success Manager for processing.