

1099 CONTRACTOR TAX STATUS VERIFICATION AGREEMENT

This 1099 Contractor Tax Status Verification Agreement (the "Agreement") is entered into as of this _____ day of _____, 20_____, by and between:

Company: _____, with a principal place of business _____ at _____

(hereinafter referred to as the "Company"), and

Contractor: _____, with a principal place of business _____ or _____ residence _____ at _____

(hereinafter referred to as the "Contractor").

1. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor hereby acknowledges and agrees that their relationship with the Company is solely that of an independent contractor. Nothing contained in this Agreement or any other document shall be construed to create an employer-employee, partnership, joint venture, or agency relationship between the Company and the Contractor. The Contractor is not an employee of the Company for any purpose, including but not limited to federal, state, or local tax purposes.

2. TAX CLASSIFICATION AND REPORTING

1. The Contractor acknowledges and agrees that the Company will not withhold any federal, state, or local income taxes, Social Security taxes (FICA), Medicare taxes, or state disability insurance taxes from any payments made to the Contractor.
2. The Company will report all compensation paid to the Contractor annually on Form 1099-NEC (or other appropriate IRS Form 1099) as required by federal tax laws.
3. The Contractor assumes sole and exclusive responsibility for the payment of all self-employment taxes, income taxes, and other levies required by federal, state, and local governments with respect to all compensation earned under their engagement with the Company.

3. REPRESENTATIONS AND WARRANTIES

The Contractor represents, warrants, and covenants to the Company that:

1. The Contractor operates an independent business entity that is actively engaged in offering services to other clients or is legally structured to do so.
2. The Contractor maintains all necessary business licenses, permits, and professional certifications required to perform the services.
3. The Contractor provides their own tools, equipment, software, and materials necessary to perform the agreed-upon services.
4. The Contractor controls the manner, methods, and means by which the services are performed, subject only to the final results required by the Company.
5. The Contractor is responsible for their own business expenses incurred in the performance of services, unless otherwise agreed to in writing by the Company.

4. PROVISION OF FORM W-9

The Contractor agrees to provide the Company with a completed and signed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) prior to the commencement of any services or the disbursement of any payments

by the Company.

5. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any determination by a governmental agency or court that the Contractor is an employee of the Company. This includes, but is not limited to, liabilities for unpaid federal, state, or local taxes, FICA contributions, unemployment insurance premiums, workers' compensation premiums, penalties, and interest.

6. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the tax classification of the Contractor and supersedes all prior discussions, agreements, or representations, whether oral or written, regarding this subject matter.

COMPANY:

By (Signature):

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By (Signature):

Name: _____

Title/Capacity: _____

Date: _____