

SUBCONTRACTOR TAX COMPLIANCE AND ACKNOWLEDGEMENT AGREEMENT

This Subcontractor Tax Compliance and Acknowledgement Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between:

Contractor: _____

Subcontractor: _____

1. INDEPENDENT CONTRACTOR STATUS

The Subcontractor acknowledges and agrees that their relationship with the Contractor is strictly that of an independent contractor. Nothing contained in this Agreement or any associated service agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship between the parties.

2. ACKNOWLEDGEMENT OF SELF-EMPLOYMENT TAX OBLIGATIONS

The Subcontractor understands and agrees that they are solely responsible for all federal, state, and local taxes arising from payments received under any agreement with the Contractor. This includes, but is not limited to, self-employment taxes (including Social Security and Medicare taxes under the Self-Employment Contributions Act - SECA), individual income taxes, state taxes, and any other municipal or local taxes.

3. NO WITHHOLDING OF TAXES

The Subcontractor explicitly acknowledges that the Contractor will not withhold any federal, state, or local income taxes, FICA (Social Security and Medicare) taxes, unemployment taxes, or any other payroll taxes from the payments made to the Subcontractor. The Subcontractor is solely responsible for making quarterly estimated tax payments or other filings as required by law.

4. TAX REPORTING (FORM 1099)

The Subcontractor understands that the Contractor will report all payments made to the Subcontractor to the Internal Revenue Service (IRS) and applicable state tax authorities on Form 1099-NEC (or such other designated form as required by law) for each calendar year in which payments exceed the statutory threshold. The Subcontractor agrees to provide a completed and signed IRS Form W-9 prior to receiving any payments.

5. COMPLIANCE WITH LAWS

The Subcontractor covenants and warrants that they will comply with all federal, state, and local tax laws, registration requirements, and licensing standards applicable to their business operations. The Subcontractor agrees to file all required tax returns and remit all due taxes in a timely manner.

6. INDEMNIFICATION

The Subcontractor agrees to defend, indemnify, and hold harmless the Contractor, its officers, directors, employees, and agents from and against any and all claims, liabilities, assessments, penalties, interest, costs, or expenses (including reasonable attorneys' fees) arising out of or resulting from the Subcontractor's failure to pay self-employment or other taxes, or any determination by a regulatory authority or court that the Subcontractor is an employee of the Contractor.

7. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONTRACTOR:

AUTHORIZED SIGNATURE

PRINTED NAME: _____

TITLE: _____

DATE: _____

SUBCONTRACTOR:

AUTHORIZED SIGNATURE

PRINTED NAME: _____

BUSINESS ENTITY NAME: _____

TAX ID / FEIN / SSN: _____

DATE: _____