

SUBCONTRACTOR TAX INDEMNITY AGREEMENT

This Subcontractor Tax Indemnity Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

Contractor: _____,

with a principal place of business at _____

and

Subcontractor: _____,

with a principal place of business at _____.

RECITALS

WHEREAS, Contractor and Subcontractor have entered into an agreement or seek to enter into agreements for the performance of services by Subcontractor; and

WHEREAS, Subcontractor operates as an independent contractor, and both parties intend that Subcontractor shall remain solely responsible for any and all tax obligations arising from payments made to Subcontractor for services rendered;

NOW, THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

Subcontractor explicitly acknowledges and agrees that they are acting as an independent contractor and not as an employee of Contractor. Under no circumstances shall Subcontractor, its employees, agents, or representatives, be deemed employees, partners, joint ventures, or agents of Contractor. Subcontractor is not entitled to, and hereby waives any claim to, any benefits provided by Contractor to its employees, including but not limited to health insurance, retirement benefits, paid time off, workers' compensation, or unemployment benefits.

2. SOLE TAX RESPONSIBILITY

Subcontractor assumes sole and exclusive responsibility for the payment of all federal, state, local, and foreign taxes, contributions, or other assessments arising out of or related to the performance of services and receipt of payments under any agreement with Contractor. This includes, without limitation, individual or corporate income taxes, self-employment (SECA) taxes, social security (FICA) taxes, federal and state unemployment (FUTA/SUTA) taxes, sales and use taxes, business and occupation taxes, and any withholding taxes.

3. TAX INDEMNIFICATION

Subcontractor agrees to defend, indemnify, protect, and hold harmless Contractor, its affiliates, officers, directors, employees, and agents from and against any and all liabilities, claims, demands, losses, damages, costs, expenses, interest, penalties, fines, assessments, and judgments (including reasonable attorneys' fees and legal costs) arising out of, resulting from, or in connection with:

- a) Any failure by Subcontractor to timely file tax returns or pay any taxes, fees, or assessments required by any governmental authority in connection with payments received from Contractor;
- b) Any determination by a court, administrative agency, or taxing authority (including but not limited to the Internal Revenue Service) that Subcontractor, or any of Subcontractor's employees, agents, or subcontractors, is an employee of Contractor;
- c) Any assessment, claim, or demand against Contractor for withholding taxes, social security contributions, unemployment taxes, or any other payroll-related taxes regarding payments made to Subcontractor.

4. REPRESENTATION AND COMPLIANCE

Subcontractor represents and warrants that it is properly registered with all applicable federal, state, and local tax authorities, and will

maintain such compliance for the duration of its engagement. Subcontractor agrees to provide Contractor with a completed and executed Form W-9 (or applicable Form W-8 for foreign entities) prior to receiving any payment, and to update such form immediately upon any change in tax status or entity structure.

5. DEFENSE AND COOPERATION

In the event of any audit, investigation, or claim by any taxing authority involving the classification of Subcontractor or the taxation of payments made under this Agreement, Subcontractor shall provide prompt and full cooperation to Contractor, including the provision of tax filings, records, and documentation necessary to prove Subcontractor's independent status and compliance with tax laws. Contractor shall have the right to control the defense of any such claim, but Subcontractor shall remain liable for all expenses and liabilities as set forth in Section 3.

6. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State of _____, without regard to its conflict of law principles. Any dispute arising out of or in connection with this Agreement shall be brought exclusively in the courts of _____.

7. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement constitutes the entire understanding between the parties regarding tax indemnification and liability and supersedes any prior agreements, whether written or oral. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Subcontractor Tax Indemnity Agreement as of the Effective Date written above.

CONTRACTOR:

By (Signature)

Name (Printed)

Title

Date

SUBCONTRACTOR:

By (Signature)

Name (Printed)

Title

Date