

INDEPENDENT CONTRACTOR 1099 TAX REPORTING AGREEMENT

This Independent Contractor 1099 Tax Reporting Agreement (hereinafter referred to as the "Agreement") is entered into as of _____, 20_____, by and between:

Contractor: _____

Subcontractor: _____

1. INDEPENDENT CONTRACTOR STATUS

The Subcontractor acknowledges and agrees that they are performing services as an independent contractor and not as an employee, partner, joint venturer, or agent of the Contractor. The Subcontractor retains the sole right to control and direct the means, manner, and method by which the services will be performed.

2. TAX REPORTING & IRS FORM 1099

1. The Contractor will report all compensation paid to the Subcontractor on Internal Revenue Service (IRS) Form 1099-NEC (or Form 1099-MISC, if applicable) for each calendar year in which payments exceed the statutory minimum requirement (currently \$600.00).
2. The Subcontractor is solely responsible for reporting all income received under this Agreement to the appropriate federal, state, and local taxing authorities.

3. FORM W-9 REQUIREMENT

As a condition precedent to receiving any payment under this Agreement, the Subcontractor must provide the Contractor with a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) containing the Subcontractor's correct Legal Name, Business Entity Type, Address, and Taxpayer Identification Number (TIN), which may be a Social Security Number (SSN) or Employer Identification Number (EIN).

4. NO TAX WITHHOLDING

The Subcontractor expressly understands and agrees that:

1. The Contractor will not withhold any federal, state, or local income taxes, FICA (Social Security and Medicare), FUTA (Federal Unemployment Tax), or any other payroll tax from payments made to the Subcontractor.
2. The Subcontractor is solely responsible for paying all self-employment taxes, estimated income taxes, and any other taxes required by applicable law.
3. The Subcontractor is not eligible for, and shall not participate in, any employee benefit plans, worker's compensation, or unemployment insurance benefits provided by the Contractor.

5. INDEMNIFICATION

The Subcontractor agrees to indemnify, defend, and hold harmless the Contractor from any and all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees and penalties) arising out of or resulting from the Subcontractor's failure to pay any federal, state, or local taxes, or any determination by a court or administrative agency that the Subcontractor should have been classified as an employee.

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.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding 1099 tax reporting and independent contractor classification and supersedes all prior agreements or understandings, written or oral, relating to this subject matter.

CONTRACTOR:

Authorized Representative Signature

Printed Name

Title

Date

SUBCONTRACTOR:

Authorized Representative/Individual Signature

Printed Name

Taxpayer Identification Number (FEIN/SSN)

Date