

SUBCONTRACTOR SELF-EMPLOYMENT TAX INDEMNITY AGREEMENT

This Subcontractor Self-Employment Tax Indemnity 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 in this Agreement, or any associated service agreement, shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

2. TAX RESPONSIBILITIES & ACKNOWLEDGEMENT

The Subcontractor acknowledges and agrees that they are solely and exclusively responsible for the payment of all federal, state, and local taxes, including but not limited to self-employment taxes (including Social Security and Medicare taxes), income taxes, FICA, FUTA, state unemployment insurance, and any other taxes or assessments arising from the payments received from the Contractor for services rendered.

3. NO WITHHOLDING

The Subcontractor acknowledges that the Contractor will not withhold any federal, state, or local income taxes, social security taxes, or any other taxes from the payments made to the Subcontractor. The Subcontractor agrees to report all such income and timely remit all required tax payments to the appropriate governmental authorities.

4. INDEMNIFICATION

The Subcontractor hereby agrees to indemnify, defend, and hold harmless the Contractor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, damages, costs, expenses, penalties, interest, and fines (including reasonable attorneys' fees) arising out of, resulting from, or in connection with any failure by the Subcontractor to pay their self-employment taxes, income taxes, or other required tax liabilities, or any determination by a governmental authority or court that the Subcontractor is an employee of the Contractor for tax or any other purposes.

5. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

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 laws principles.

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

CONTRACTOR:

SIGNATURE

PRINTED NAME

TITLE

DATE

SUBCONTRACTOR:

SIGNATURE

PRINTED NAME

TITLE (IF APPLICABLE)

DATE