

AGREEMENT FOR DETERMINING INDEPENDENT CONTRACTOR TAX STATUS

This Agreement for Determining Independent Contractor Tax Status (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").

RECITALS

WHEREAS, the Company desires to retain the services of the Contractor to perform specific services; and

WHEREAS, both parties intentionally design this relationship to be that of an independent contractor and not that of an employee-employer; and

WHEREAS, the parties wish to explicitly document the factors and intent regarding the Contractor's tax classification for federal, state, and local tax purposes;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DECLARATION OF INDEPENDENT CONTRACTOR STATUS

The Contractor hereby covenants, represents, and warrants that they are an independent contractor in the performance of all services provided under any current or future service agreements with the Company. The Contractor is not, and shall not represent themselves as, an employee, agent, partner, or joint venturer of the Company.

2. CONTROL OVER WORK AND METHODS

- Manner and Means:** The Contractor shall have sole control over the manner, means, methods, details, and sequence of the performance of the services. The Company is interested only in the final results of the services.
- Location and Schedule:** The Contractor shall determine their own work hours, schedule, and location for performing the services, without requiring prior approval or supervision by the Company.
- Equipment and Tools:** The Contractor shall provide, at their own expense, all tools, equipment, software, materials, and licenses necessary to perform the services.

3. TAX RESPONSIBILITIES AND WITHHOLDING

- No Withholding:** The Company shall not withhold any federal, state, or local income taxes, Social Security (FICA) taxes, Medicare taxes, state disability insurance, or any other payroll taxes from the payments made to the Contractor.
- Self-Employment Taxes:** The Contractor acknowledges and agrees that they are solely responsible for filing and paying all applicable federal, state, and local self-employment taxes, estimated tax payments, and income taxes associated with the compensation received from the Company.
- Tax Reporting:** The Company will report all payments made to the Contractor on Form 1099-NEC (or the equivalent local or state tax form) to the extent required by law. The Contractor agrees to provide the Company with a completed and signed Form W-9 (or applicable equivalent) prior to the commencement of services.

4. EXCLUSION FROM EMPLOYEE BENEFITS

The Contractor explicitly waives any entitlement to, and shall not participate in, any benefit plans or programs maintained by the

Company for its employees, including but not limited to:

1. Health, dental, vision, or life insurance;
2. Retirement plans, 401(k) contributions, or pension plans;
3. Paid time off (PTO), vacation, holiday, or sick leave;
4. Workers' compensation insurance;
5. Unemployment insurance benefits.

5. BUSINESS OPERATIONS AND FINANCIAL RISK

1. **Other Clients:** The Contractor retains the absolute right to perform services for other companies, entities, or the general public during the term of this Agreement.
2. **Profit or Loss:** The Contractor acknowledges that they operate an independent business enterprise and face real financial risk of profit or loss in the execution of services under this Agreement.
3. **Business Expenses:** The Contractor shall be solely responsible for all operating expenses, travel, insurance, and professional fees incurred in connection with performing the services.

6. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, and employees from and against any and all claims, liabilities, losses, damages, taxes, fines, penalties, interest, and legal fees arising out of or resulting from any determination by a federal, state, or local government agency or court that the Contractor is an employee of the Company for tax, labor, or any other purposes.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without giving effect to any principles of conflicts of law.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the tax classification and independent contractor status of the Contractor and supersedes any prior oral or written representations, agreements, or understandings.

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

FOR THE COMPANY

FOR THE CONTRACTOR

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE (IF APPLICABLE)

DATE

DATE