

SUBCONTRACTOR TAX COMPLIANCE AND INDEMNIFICATION CONTRACT

This Subcontractor Tax Compliance and Indemnification Contract (the "Agreement") is entered into and made effective as of _____, by and between:

Contractor: _____

Address: _____

Subcontractor: _____

Address: _____

1. INDEPENDENT CONTRACTOR STATUS

The Subcontractor acknowledges and agrees that they are acting as an independent contractor and not as an employee of the Contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties.

2. TAX RESPONSIBILITIES AND REPORTING

1. The Subcontractor assumes sole and exclusive responsibility for the payment of all federal, state, and local taxes, including but not limited to income taxes, self-employment taxes, social security taxes, Medicare taxes, unemployment insurance, and any other payroll-related taxes arising from payments made to the Subcontractor under any service agreement.
2. The Contractor will not withhold any federal, state, or local taxes from payments made to the Subcontractor, unless required by applicable law or backup withholding regulations.
3. The Subcontractor agrees to provide the Contractor with a completed and signed IRS Form W-9 (or applicable Form W-8 for foreign entities) prior to the commencement of any services and prior to receiving any payments.

3. TAX 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 liabilities, claims, losses, damages, penalties, fines, interest, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

1. Any failure by the Subcontractor to pay federal, state, or local taxes, self-employment taxes, or other required governmental assessments.
2. Any determination by a regulatory authority, court, or government agency (including the Internal Revenue Service) that the Subcontractor was misclassified as an independent contractor and should be treated as an employee of the Contractor.
3. Any penalties or interest assessed against the Contractor due to incorrect information provided by the Subcontractor on tax forms, including IRS Form W-9.

4. COMPLIANCE WITH LAWS

The Subcontractor warrants and represents that they comply with all local, state, and federal laws regarding business registration, licensing, and tax reporting. The Subcontractor agrees to maintain accurate records of all expenses and income related to the services provided under this Agreement.

5. 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.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding tax compliance and indemnification, and supersedes any prior oral or written agreements or understandings related to this subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontractor Tax Compliance and Indemnification Contract as of the date first written above.

CONTRACTOR:

SUBCONTRACTOR:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date