

INDEPENDENT CONTRACTOR TAX STATUS AGREEMENT

This Independent Contractor Tax Status Agreement (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").

1. Independent Contractor Status

The parties intend that the Contractor shall offer services to the Company as an independent contractor. Nothing contained in this Agreement or in the relationship between the Company and the Contractor shall be deemed to constitute a partnership, joint venture, agency, or employer-employee relationship.

2. Tax Responsibilities and Withholdings

1. The Contractor acknowledges and agrees that they are solely responsible for the payment of all federal, state, and local taxes, including but not limited to income taxes, self-employment taxes (social security and Medicare), state disability insurance, and any other taxes or assessments that may be required by law with respect to any compensation paid by the Company.
2. The Company will not withhold any federal, state, or local income taxes, FICA (Social Security and Medicare) taxes, or state unemployment taxes from any payments made to the Contractor.
3. The Company will report all compensation paid to the Contractor on IRS Form 1099-NEC (or the appropriate form required by law), and the Contractor is solely responsible for filing all appropriate tax returns related to such compensation.

3. Benefits

The Contractor understands and agrees that they are not entitled to, and shall not participate in, any employee benefit plans or programs provided by the Company to its employees, including but not limited to health insurance, life insurance, retirement plans, vacation pay, sick leave, worker's compensation insurance, or unemployment insurance benefits.

4. Business Expenses and Equipment

The Contractor shall be solely responsible for all operating costs and expenses incurred in connection with providing services under this Agreement, including but not limited to licensing, equipment, tools, materials, insurance, and transportation, unless otherwise agreed upon in writing.

5. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, demands, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any challenge by a governmental tax authority regarding the tax classification of the Contractor as an independent contractor, or any failure by the Contractor to pay required federal, state, or local taxes.

6. 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.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the tax status of the Contractor and supersedes all prior discussions, agreements, or representations, whether written or oral, concerning this subject matter.

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

COMPANY:

By (Signature)

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By (Signature)

Name: _____

Taxpayer ID / SSN: _____

Date: _____