

INDEPENDENT CONTRACTOR TAX CLASSIFICATION AGREEMENT

This Independent Contractor Tax Classification Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Client: _____, with a principal place of business at _____ ("Client"), and

Contractor: _____, with a principal place of business or residence at _____ ("Contractor").

1. INDEPENDENT CONTRACTOR STATUS

The parties agree and acknowledge that Contractor is performing services solely as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties. Contractor has no authority to bind Client, and Client has no authority to bind Contractor.

2. TAX OBLIGATIONS AND CLASSIFICATION

Contractor acknowledges and agrees that:

- Contractor is solely responsible for paying all federal, state, and local taxes, including but not limited to self-employment taxes, income taxes, social security, Medicare, and any other taxes or assessments that may be levied on any payments made by Client to Contractor.
- Client will not withhold any taxes (including federal, state, or local income taxes, or FICA) from payments made to Contractor.
- Client will report payments made to Contractor to the Internal Revenue Service (IRS) and relevant state authorities on Form 1099-NEC (or other applicable tax reporting forms) to the extent required by law.
- Contractor shall complete and provide to Client a Form W-9 (or Form W-8BEN, if applicable) prior to the commencement of any services or receipt of any payments.

3. BENEFITS EXCLUSION

Contractor explicitly waives any entitlement to, and acknowledges that they are not eligible to participate in, any benefit plans or programs provided by Client to its employees, including but not limited to health insurance, dental insurance, retirement plans, pension benefits, paid time off, sick leave, workers' compensation insurance, or unemployment compensation benefits.

4. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless Client, its officers, directors, employees, and agents from and against any and all liabilities, costs, losses, damages, penalties, fines, interest, and expenses (including reasonable attorneys' fees) arising out of or resulting from any challenge by a governmental authority (federal, state, or local) regarding the tax classification of Contractor as an independent contractor, including any determination that Contractor should be classified as an employee of Client.

5. GOVERNING LAW

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

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.

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

CLIENT

CONTRACTOR

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE / CAPACITY

DATE

DATE