

SUBCONTRACTOR FORM 1099-MISC REPORTING SERVICE AGREEMENT

This Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between:

Service Provider: _____ with a principal place of business at _____ (hereinafter referred to as the "Provider"), and

Client: _____ with a principal place of business at _____ (hereinafter referred to as the "Client").

WHEREAS, the Client utilizes the services of independent contractors and subcontractors and requires professional assistance in preparing, filing, and reporting IRS Forms 1099-MISC; and

WHEREAS, the Provider offers professional tax reporting, preparation, and filing services and possesses the necessary expertise to perform such services for the Client;

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

1. SCOPE OF SERVICES

The Provider agrees to perform the following services for the Client in connection with Form 1099-MISC reporting (the "Services"):

- a. Review subcontractor data and Form W-9 information provided by the Client.
- b. Prepare Form 1099-MISC for each designated subcontractor based on the payment information provided by the Client.
- c. Electronically or physically file Form 1099-MISC and the associated Form 1096 Transmittal with the Internal Revenue Service (IRS) and applicable state tax authorities.
- d. Deliver physical or electronic copies of Form 1099-MISC to the designated subcontractors in compliance with IRS deadlines.

2. CLIENT RESPONSIBILITIES

The Client shall be solely responsible for:

- a. Providing accurate, complete, and verified subcontractor data, including legal names, addresses, Taxpayer Identification Numbers (TIN), and total compensation amounts paid.
- b. Ensuring all Form W-9 documentation is collected and verified prior to submitting data to the Provider.
- c. Delivering all necessary data and information to the Provider no later than _____ in order to guarantee timely filing. The Provider shall not be responsible for late filing penalties resulting from late data submission by the Client.

3. FEES AND PAYMENT

For the Services rendered under this Agreement, the Client agrees to pay the Provider as follows:

- a. A base service fee of \$_____.
- b. A per-form preparation and filing fee of \$_____ per Form 1099-MISC.

c. All fees shall be invoiced _____ and are due within _____ days of the invoice date. Late payments shall accrue interest at a rate of _____% per month.

4. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue until the completion of the filing services for the tax year _____, unless terminated earlier by either party upon _____ days written notice. In the event of termination, the Client shall compensate the Provider for all Services performed up to the effective date of termination.

5. CONFIDENTIALITY AND DATA SECURITY

The Provider acknowledges that it will have access to non-public personal information (NPI) and proprietary financial data of the Client and its subcontractors. The Provider agrees to maintain the absolute confidentiality of all such data and implement commercial grade security measures to prevent unauthorized access, disclosure, or loss of subcontractor data.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

- a. The Provider shall not be liable for any penalties, interest, or damages resulting from inaccurate or incomplete information supplied by the Client.
- b. The Client agrees to indemnify and hold harmless the Provider from any claims, damages, or liabilities arising out of the Client's failure to provide accurate data or timely information.
- c. The maximum liability of the Provider under this Agreement for any cause of action shall not exceed the total fees paid by the Client to the Provider under this Agreement.

7. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State of _____, without regard to its conflict of law principles.

8. ENTIRE AGREEMENT

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

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

CLIENT:

PROVIDER:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date