

SUBCONTRACTOR AGREEMENT

I, _____ (Subcontractor's representative), in my capacity as (Title) _____ for (Subcontractor's name) _____, hereinafter referred to as "Subcontractor", agree that, for purposes of the work for which _____, hereinafter referred to as "Contractor", has retained Subcontractor is an Independent Contractor at all times. Nothing in the underlying agreement between Contractor and Subcontractor is intended to create an employer/employee relationship.

As an Independent Contractor, Subcontractor has the right to adopt its own means and methods in accomplishing the agreed-to results; is independent of Contractor's business; has the right to employ assistants and to supervise their activities; has agreed to do work for a set period of time; will be remunerated with reference to the quantity of work performed; is responsible for obtaining all licenses and permits as required by virtue of nature of Subcontractor's business.

As an independent Contractor, Subcontractor is responsible for filing required returns and fulfilling all obligations incurred under the Federal Insurance Contributions Act (FICA), federal, state and local income taxes, and other tax laws. Contractor is not responsible for Subcontractor's obligations under any such tax laws. Contractor will not withhold any taxes from payment to Subcontractor.

As an Independent Contractor, Subcontractor shall maintain a policy of liability insurance in the minimum amount of \$300,000 to cover any claims arising out of the performance of its services within the underlying agreement. Subcontractor has already provided, or will provide Contractor with evidence of such liability coverage. Subcontractors shall further indemnify, save harmless, and defend Contractor from any claims arising from any act or omission of Subcontractor or Subcontractor's agents or employees.

As an Independent Contractor, Subcontractor shall not be entitled to any Workers' Compensation or other benefits which would be available only to Contractor's full-time employees.

BY: _____

BY: _____

SUBCONTRACTOR: _____

DATE: _____

DATE: _____

