

# ***ATTACHMENT TO CONTRACTOR AGREEMENT FORM INSTRUCTIONS***

Last revised: 6-24-2007

Source: <http://sedm.org>

## **1. PURPOSE OF THIS FORM**

- 1.1. This form is for use by independent contractors who do not want to participate in the federal income tax, which is voluntary for “nontaxpayers”, but not for “taxpayers”. In other words, they don’t choose to volunteer to become “taxpayers” and have the I.R.C. enforced against them.
- 1.2. This form is intended to be provided to private companies by their contractors, and is intended to be attached to the contract for services.
- 1.3. This form is derived from the *Federal and State Tax Withholding Options for Private Employers* book at the address below. It is found within that book as FORM 10 in section 26.10.
  - 1.3.1. <http://sedm.org/Forms/FormIndex.htm>

## **2. PREPARATION INSTRUCTIONS:**

- 2.1. If you haven’t already, read our article on *Techniques for Building a Good Administrative Record* at: <http://sedm.org/ItemInfo/RespLtrs/AdminRecord/AdminRecord.htm>.
- 2.2. Check all that apply at the beginning of the form.
- 2.3. Fill in the information at the end.
- 2.4. Sign this form.
- 2.5. At the end of the contractor agreement, write:

*“Not valid without attached signed Attachment to Contractor Agreement.”*

- 2.6. Submit the business contract with this form attached. Keep the original for your records.

## **3. RESOURCES FOR FURTHER STUDY:**

- 3.1. *Federal and State Tax Withholding Options for Private Employers*, Form #04.101  
<http://sedm.org/Forms/FormIndex.htm>
- 3.2. *Nonresident Alien Position*, Form #05.020.  
<http://sedm.org/Forms/FormIndex.htm>
- 3.3. *Federal Enforcement Authority Within States of the Union*, Form #05.032. Proves that the IRS cannot lawfully penalize a person domiciled in a state of the Union who is not party to the franchise agreement codified in Subtitle A of the Internal Revenue Code.  
<http://sedm.org/Forms/FormIndex.htm>
- 3.4. *“Taxpayer” v. “Nontaxpayer”: Which One are You?*. Proves that the I.R.C. is a franchise agreement that is private law that only applies to those who explicitly or implicitly consent. Those who are parties to the agreement are called “taxpayers”.  
<http://famguardian.org/Subjects/Taxes/Articles/TaxpayerVNontaxpayer.htm>
- 3.5. *Who are “taxpayers” and who needs a “Taxpayer Identification Number”*, Form #05.013  
<http://sedm.org/Forms/FormIndex.htm>
- 3.6. *Presumption: Chief Weapon for Unlawfully Enlarging Federal Jurisdiction*, Form #05.017. Shows how the government abuses presumption to prejudice and destroy your constitutional rights. This is done mostly using the words of art that this form redefines in such a way that they benefit rather than hurt you.  
<http://sedm.org/Forms/FormIndex.htm>

**Attachment(s): (initial all that apply)**

a. \_\_\_\_\_ Independent Contractor/Consultant Agreement.

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**CONTRACTOR AGREEMENT ATTACHMENT:**

The purpose of this form is to briefly clarify the tax consequences of the Contract being instituted between Contractor and Client. The following terms and conditions apply, as mutually stipulated by Contractor and his/her Client:

1. This agreement is undertaken in good faith to document aspects of the Contract that Client has not to date documented relating to state and federal withholding requirements and disclosure of Social Security Numbers. Good faith business dealings demand that all aspects of the arrangements between Client and Contractor be fully and completely documented and disclosed in writing.
2. Contractor does not want to be forced to obtain or use a Social Security Number. He says it violates his Fifth Amendment rights to be required to do so, and that at least in the context of tax reporting, Client is acting as a voluntary, uncompensated agent of the federal government and therefore must respect his constitutional rights. Client insists that Contractor disclose or provide a number for use in tax withholding and/or reporting and that if he doesn't, then he/she either won't get the Contract or can't keep the Contract he/she already has.
3. 42 U.S.C. §408 makes it a felony to compel the involuntary disclosure or use of SSNs, but Contractor is willing to indemnify Client against the criminal aspects of this problem if Client will give him a Contract. Contractor would like to seek a permanent and enduring business relationship but do so *without* duress, undue influence, or compulsion against either party to the Contract in regards to use of Social Security Numbers, "tax" withholding, or tax reporting. The only way to ensure that no duress is applied is for the IRS to demonstrate "liability" and "legal duty" for taxes of Contractor by producing a statute and implementing regulation, and to do so in an affidavit signed under penalty of perjury. Absent such proof of legal liability, there is no other adequate way to guarantee a liability or the need to report or withhold.
4. Contractor declares that he is a "national" or its equivalent under 8 U.S.C. §1101(a)(22)(B) and 8 U.S.C. §1452. He also declares that he is a "citizen of the United States" under Section 1 of the Fourteenth Amendment. As such, he is a "U.S. citizen", where the term "U.S." in that case means the collective states of the Union mentioned in the Constitution of the United States. He is *not*, however, a "U.S. citizen" under 8 U.S.C. 1401 or under any federal law. The term "U.S." or "United States" as used in federal law does *not* have the same meaning as "United States" as used in the Constitution.
5. Contractor declares that he is classified as a "nonresident alien" under the Internal Revenue Code. A "nonresident alien" is defined in 26 U.S.C. §7701(b)(1)(B) as a person who is "*neither a citizen of the United States nor a resident of the United States*". "Nonresident aliens" and "aliens" are mutually exclusive classes under the Internal Revenue Code. An "alien" is defined in federal law at 26 CFR §1.1441-1(c)(3)(i) as a person who is "*not a citizen or a national of the United States*". Contractor asserts that he is NOT an "alien", and that being a "nonresident alien" doesn't mean he isn't a "U.S. citizen" under the Constitution.
6. Contractor declares that an SSN is the *wrong* number to put on an IRS tax form, because the only type of number that the IRS can require is a Taxpayer Identification Number (TIN) under 26 U.S.C. §6109(b) and 26 CFR §301.6109-1(b). TINs can *only* be issued to aliens, as per 26 CFR §301.6109-1(d)(3), and Contractor is *not* an "alien". "nonresident aliens" are not the same as "aliens", both of which are defined in 26 CFR §1.1441-1(c)(3).
7. Contractor asserts that even though the withholding forms ask for an SSN, the Internal Revenue Code doesn't require or authorize him to put that number on an IRS form. The IRS' own Internal Revenue Manual also says in section 4.10.7.2.8 that you can't trust IRS forms or publications, so there is no basis to believe that what the IRS is really asking for is an SSN in the context of any tax form.
8. Contractor has been corresponding with the IRS for years asking them to produce a law that makes him "liable" to pay or withhold federal income taxes under Subtitle A of the Internal Revenue Code and has been extensively studying the issue and found no law that requires him to pay or withhold, and therefore had a good faith belief that he is a "nontaxpayer" and a person not liable for federal income taxes under subtitle A of the Internal Revenue Code.
9. Client has also told the Contractor that he will *not* be able to either *get* the Contract or *keep* the one he already has with the company unless he involuntarily and under duress discloses a Social Security Number (SSN). Therefore, should disclosure of such a number be made, it is certain that it may not be relied upon to be accurate and definitely will not be the number owned by Contractor. Any information provided regarding identifying numbers is guaranteed to be no more accurate than the form it will eventually be printed on, which is the 1099. According to the IRS' own Internal Revenue Manual:

*"IRS Publications [and by implication, all of the information they contain, including that added by Contractor], issued by the National Office, explain the law in plain language for taxpayers and their advisors... While a good source of general information, publications should not be cited to sustain a position." [IRM, 4.10.7.2.8 (05-14-1999)]*

The Fourteenth Amendment to the Constitution of the United States guarantees everyone "equal protection of the laws". Since the IRS is not held accountable under law for any of its forms or their content, then Contractor absolutely refuses to be held any more accountable for the information he adds to such untrustworthy forms. Attaching this agreement to every 1099 provided is his way to ensure that the IRS is also put on notice of the existence of such constructive fraud and duress. The untrustworthy number provided for use in 1099 reporting as provided under duress by Contractor is as follows:

*Number (Not a TIN and Not MY SSN): \_\_\_\_\_*

10. Contractor does not want to withhold federal taxes of any kind from his pay or participate in federal or state income taxation, because as a "nonresident alien" with no income "effectively connected with a trade or business in the United States", he is not the proper subject of Internal Revenue Code and has no "taxable" sources of "income" under 26 CFR §1.861-8(f)(1).
11. Contractor therefore has to commit involuntary perjury in submitting a number to Client which he knows is not a TIN, and which is not authorized by law to be used as a TIN by the IRS in order to simply work and eat and responsibly support himself, and he believes this is immoral, injurious, violates the Fifth Amendment, and prejudices his rights. What is even more deplorable is that the IRS refuses to intervene in this undoubtedly common situation and explain to Clients that Contractor is correct. It could do this by clarifying the facts in an IRS publication or by advising people

- with the truth on its 800 number, but it chooses not to do either. The reason IRS won't admit the truth and side with the Contractor is because it would reduce their revenues from illegal extortion. Their silence has been procured with extorted loot. The love of money is the root of all evil.
12. All the information on this form and the attached withholding forms is considered copyrighted and may not be entered into any government computer system, nor shared with any third party, but *must* stay in the paper form it was submitted in. Failure to observe this copyright shall subject the government to a liability of \$1 Million plus the value of any tax assessments that are made based on it.
  13. Parties agree that no 1099 forms will be filed with the IRS relating to this business relationship unless and until a regulation is provided in a signed affidavit provided by the IRS demonstrating that the earnings are derived from a taxable source under the regulations at 26 CFR §1.861-8(f)(1), and that the specific source in that regulation is identified in writing under penalty of perjury.
  14. Client is willing to stipulate to the following given this unique situation in order to minimize the illegal duress imposed by the IRS upon Contractor:
    - 14.1. A 1099 form will *not* be provided to the IRS for Contractor related to this business relationship.
    - 14.2. Contractor has delegated authority to correct any "income" erroneously reported by Client on a 1099 form using an IRS form 4852, and agrees that these corrected forms shall take precedence over anything provided by Client, as far as IRS is concerned.
    - 14.3. If the IRS contacts Client about the earnings of Contractor, Client will contact Contractor and inform him of the contact, and Contractor will then contact IRS and resolve the problem to his satisfaction.
  15. If 1099 forms either in paper or reported electronically are used by Client in reporting Contractor information, against the wishes of Contractor, then:
    - 15.1. All information about Contractor will be provided ONLY in paper form. No information about Contractor will be provided ELECTRONICALLY to any government entity. The reason is because doing otherwise would violate the copyright on this information.
    - 15.2. This agreement will be attached in its entirety to the PAPER ONLY 1099 provided to the government entity. The 1099 form shall indicate in a conspicuous place "Not valid without the two page attachment signed by Contractor and/or Client".
    - 15.3. No number or address shall be reported on 1099 forms for Contractor.
    - 15.4. The PAPER 1099 form will NOT contain either the number, the address, or the full name of Contractor.
  16. In consideration of the benefits of this agreement, Contractor agrees to indemnify and hold harmless Client in all respects provided that the terms of this agreement are adhered to completely and conscientiously. Contractor therefore agrees to:
    - 16.1. Not involve himself in litigation against Client relating to the proper implementation of this agreement.
    - 16.2. Pay any penalties wrongfully and illegally assessed by the IRS or state taxing authorities which might be associated with implementing this agreement.
    - 16.3. Pay all his own legal fees, if any, that might be associated with dealing with the IRS and state taxing authorities.
    - 16.4. Make any changes to this agreement required to satisfy the needs of Client, but also to document the changes requested in this agreement.
  17. Should the corporate counsel, financial officer, or payroll agent of Client have any questions or issues with the legal findings contained in this Contractor Agreement Attachment, then Contractor simply requests that they clarify their position *in writing* by sending a completed version of the following document to Contractor with a signature indicating that it is true and correct to the best of their knowledge. The rebuttal to the below document may be used to identify precisely where the parties disagree and to quickly converge on the truth surrounding the legal issues discussed herein:

Test for Federal Tax Professionals

<http://sedm.org/Forms/Discovery/TestForFedTaxProfessionals.pdf>

Contractor declares that the foregoing facts are true, correct, and complete to the best of his knowledge and ability, from without the "United States" under the laws of the United States of America, in accordance with 28 U.S.C. §1746(1). Client hereby acknowledges receipt of this writing and agrees to abide by his part of the bargain as best he can.

Contractor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor name: \_\_\_\_\_ Contractor position: \_\_\_\_\_

Client name: \_\_\_\_\_ Client signature: \_\_\_\_\_ Date: \_\_\_\_\_