

## Contracts for Single Engagement/Videographer-Photographer/ Guest Lecturer/Musician-Accompanist/Artist's

- SGA Funding Request
- W-9 Form
- Completed Contract Approval Form
- Completed Contract Information Sheet
- Completed and Signed Contract (Respective to the type of vendor)
- Vendor Contract (if they do not want to sign Hofstra University Contract)
- Completed check request with vendor's name, address, social security or tax id number
- Event flyer or email promotion (documentation showing reason for event)

### STUDENT ORGANIZATION INFORMATION

*Name:* \_\_\_\_\_

*Position:* \_\_\_\_\_

*Contact Email:* \_\_\_\_\_

*Contact Phone:* \_\_\_\_\_

### OSLA RESPONSIBILITY

*Name of staff in-taking paperwork:* \_\_\_\_\_

*Date paperwork was received:* \_\_\_\_\_

*Copy made by:* \_\_\_\_\_

*Copy given to student & original to Program Advisor:* \_\_\_\_\_

*Originals given to Pamela Orefice:* \_\_\_\_\_

**FUNDING REQUISITION**

Organization: \_\_\_\_\_ Date: \_\_\_\_\_ Date Received \_\_\_\_\_

Authorized Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Detailed Explanation for Request: \_\_\_\_\_

Amount of Request: \$ \_\_\_\_\_ Payment Required by: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Location: \_\_\_\_\_ Ticket Price: \_\_\_\_\_

**METHOD OF PAYMENT**

- Purchase Request – for items over \$500.00 attach purchase request and quote. If quote is over \$2,500, three bids must accompany request.
- Check Request – attach invoice, receipts for reimbursement & credit card statement, single, guest lecturer or musical accompaniment contract.
- Budget Transfer – attach HU Budget Transfer Form or Lackmann Food Service Invoice.
- American Express Card – Return card along with all documentation regarding Amex Purchase.

**APPROVALS**

**OSLA Program Advisor:** Mario Bolanos: \_\_\_\_\_ Stanley Cherian: \_\_\_\_\_ Ashley Gray: \_\_\_\_\_

Jaclyn Vento \_\_\_\_\_ Sarah M. Young: \_\_\_\_\_

**SGA Bookkeeper:** Pamela Orefice : \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Balance after this expense:** \_\_\_\_\_

**SGA Comptroller:** Michael Hershfield : \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Appropriated:** \_\_\_\_\_

**SGA Advisor:** Robyn Kaplan : \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Executive Director OSLA :** Sarah Young: \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

- ✓ Approved \_\_\_\_\_
- ✓ Denied \_\_\_\_\_
- ✓ Modified \_\_\_\_\_

**FINES (if necessary)**

- Warning \_\_\_\_\_
- 1<sup>st</sup> Offense – 20% of request \_\_\_\_\_
- 2<sup>nd</sup> Offense – 35% of request \_\_\_\_\_
- 3<sup>rd</sup> Offense – budget frozen until reviewed by IRC Committee \_\_\_\_\_

For Internal Use Only

Date Received: \_\_\_\_\_

Contract #: \_\_\_\_\_

**HOFSTRA UNIVERSITY**

**CONTRACT APPROVAL FORM** – Cover sheet for Contract

(attach Contract Advisement Form and two original Contracts to this form)

**CONTRACT**

I have reviewed the contents of this contract/agreement on the date indicated by my name, and I concur with the content, acknowledge the University’s responsibilities and capabilities, and verify the budget proposed therein. I have also reviewed and agree with the attached contract Information Form describing the contract and its value to the University and verify budget approval by the appropriate Director, Dean or Vice President

( ) \_\_\_\_\_

Pamela M. Orefice –Assistant to Executive Director OSLA

( ) \_\_\_\_\_

Sarah M. Young – Executive Director OSLA

( ) \_\_\_\_\_

Peter J. Libman – Dean of Students

( ) \_\_\_\_\_

Sandra Johnson – VP Student Affairs

( ) \_\_\_\_\_

Robyn Kaplan – Associate Director - OSLA

( ) \_\_\_\_\_

Stanley Cherian – Associate Director - OSLA

( ) \_\_\_\_\_

\_\_\_\_\_

( ) \_\_\_\_\_

\_\_\_\_\_

Approved as to insurance requirements:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved, Office of General Counsel:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**HOFSTRA UNIVERSITY**  
**Independent Contractor-Single Engagement Agreement**

**COVER SHEET**

Date of Agreement: \_\_\_\_\_  
Responsible Contracting Party: \_\_\_\_\_  
(must be individual or full corporate name): \_\_\_\_\_  
Hofstra University Department or Sponsor: \_\_\_\_\_

**INVOICE**

---

**COMPANY NAME HERE**

---

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Check Payable to  
(Payee must be same as  
Contracting Party): \_\_\_\_\_

Tax I.D. Number of Payee: \_\_\_\_\_

Service to be provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Event : \_\_\_\_\_

Type of Event: \_\_\_\_\_

Location: \_\_\_\_\_

Time and Duration of  
Event: \_\_\_\_\_

Number of Sets: \_\_\_\_\_

Length of Sets: \_\_\_\_\_

Total Amount Due: \_\_\_\_\_

**HOFSTRA UNIVERSITY**  
**Independent Contractor-Single Engagement Agreement**

THIS INDEPENDENT CONTRACTOR SINGLE ENGAGEMENT AGREEMENT (together with the attached Cover Sheet referred to below, the "Agreement") is dated as of \_\_\_\_\_, 2011, by and between Hofstra University, a not-for-profit New York State corporation ("University") and the independent contractor named on Cover Sheet attached hereto ("Contracting Party").

1. Contracting Party agrees to perform as set forth in the Cover Sheet attached hereto (the "Work"). Contracting Party shall, to the best of his/her ability, render the services described in the Work in a timely and professional manner consistent with standards of the industry.
2. Except as otherwise stated herein, University shall pay the Contracting Party by University check as per the Invoice attached at the Cover Sheet promptly following the satisfactory performance/completion of the event as described in Cover Sheet.
3. Contracting Party on behalf of itself, its agents, and employees, agrees to indemnify and hold harmless University, its trustees, directors, employees, representatives, and agents from and against (a) all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the work herein performed, caused in whole or in part by a negligent act or omission of the Contracting Party, any subcontractor, or anyone directly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder; and (b) Contracting Party's failure to perform any of its obligations under this Agreement. Contracting Party's obligations under this Section shall survive the expiration or termination of this Agreement unless specifically waived in writing by University after such expiration or termination..
4. If the Contracting Party or any artist, performer, friends, road crew, agents or anyone else associated with the Contracting Party, damages any Hofstra University property in any way, Hofstra University reserves the right to withhold payment and/or deduct an amount equivalent to the damages incurred.
5. It is understood that in the event that the Contracting Party cancels the appearance or fails to appear as required, then the Contracting Party is liable to indemnify and pay to the University any and all costs and expenses reasonably incurred by the University for sales, advertising and operation in the preparation and staging of the event. If the artist(s)/performer(s) fail(s) to appear at least forty-five (45) minutes prior to the time stated above for the commencement of the program, unless detained for reason beyond their control, then the University has the option to announce cancellation of the program and/or provide an alternative program without payment to the Contracting Party.
6. University reserves the right to cancel this event up to seven (7) days prior to the scheduled date.
7. Contracting Party has the right to control and direct the means, manner and method by which the Work is performed and shall furnish all equipment and materials to perform the Work. Contracting Party acknowledges and represents that the relationship of Contracting Party to University is that of an independent contractor, and nothing in this Agreement shall be construed as making Contracting Party an employee of University or to empower Contracting Party to bind or obligate University in any way or as creating any other relationship. Contracting Party shall comply with all laws and assume all risks incident to its status as an independent contractor. Contracting Party covenants and agrees to pay all applicable taxes licenses and fees, and such insurance as is necessary for Contracting Party's protection in connection with Work performed under this Agreement; no such taxes or fees shall be withheld or paid by University on behalf of Contracting Party. Contracting Party acknowledges and agrees that it is responsible for paying, according to applicable law, Contracting Party's income taxes, if any. Contracting Party further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Contracting Party according to applicable law. Contracting Party hereby agrees to indemnify, hold harmless and defend University against any and all such liability, taxes or contributions, including, without limitation, penalties and interest. No worker's compensation insurance shall be obtained by University covering Contracting Party nor shall Contracting Party be entitled to any benefits provided by the University to its employees.
8. Riders and technical requirements may be attached to this Agreement and will become part of the Agreement when signed by the parties. This Agreement may only be modified in writing, signed by the parties in interest at the time of such modification.
9. Contracting Party represents that no trustee, officer, employee or any other person affiliated with Hofstra University and having involvement with this Agreement (1) is affiliated with the Contracting Party, and (2) received, was promised, or will receive anything of value in connection with this Agreement or performance thereof.
10. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.

**HOFSTRA UNIVERSITY**

By: \_\_\_\_\_

Print Name: Catherine Hennessy

Title: Vice President for Financial Affairs and Treasurer

Date: \_\_\_\_\_

**CONTRACTING PARTY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Hofstra University**

**Contract Information Form**  
**(to be attached to all proposed contracts)**

1. VENDOR/CONTRACTOR INFORMATION:

Contractor

Name 1 : \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

2. UNIVERSITY ORIGINATOR OF CONTRACT: (Person most familiar with details and responsible for implementation)

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No: \_\_\_\_\_

3. BRIEF EXPLANATION OF CONTRACT (including benefit to University):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. HOW WAS VENDOR SELECTED? (explain prior work performed for University, Relationship to University, etc.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Complete, accurate contractor name must appear on contract. If the vendor is a corporation, the contract must be signed by a corporate officer indicating he/she is an officer having authority to sign on behalf of the corporation.

**HOFSTRA UNIVERSITY  
CONTRACT INFORMATION FORM**

5. COMMENCEMENT DATE (work may not commence until contract is executed and insurance certificate received and approved): \_\_\_\_\_

6. TERM OF CONTRACT: \_\_\_\_\_

7. COST OF CONTRACT: \_\_\_\_\_

8. BUDGET APPROVAL:  
(indicate budget codes): \_\_\_\_\_

9. IS THE CONTRACT ON A STANDARD HOFSTRA UNIVERSITY FORM?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. HAS THE STANDARD FORM OF CONTRACT BEEN ALTERED IN ANY WAY?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. ARE REQUIRED INSURANCE CERTIFICATES ATTACHED?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. SHOULD SIGNED CONTRACT BE RETURNED TO DEPARTMENT, OR SENT TO VENDOR OR SOMEWHERE ELSE? (specify below)

\_\_\_\_\_  
\_\_\_\_\_

13. ADDITIONAL COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**HOFSTRA UNIVERSITY  
CONTRACT INFORMATION FORM**

***REQUIRED FOR ALL CONTRACTS WITH AN INDIVIDUAL***

*Please complete this checklist in order to assist us in determining whether an individual is appropriate for a consultancy relationship with Hofstra. This checklist is not exhaustive and it is not necessary to satisfy each factor.*

NAME OF CONSULTANT: \_\_\_\_\_

Consultant is not currently an employee of Hofstra University. (Current employees of Hofstra University may not be hired as a consultant, stop here.)

Consultant is not a former employee of Hofstra University.

Consultant operates as a business and holds itself out to the public as a provider of the type of services it is performing for Hofstra University.

Consultant does not require any training by Hofstra nor does Hofstra provide any training to Consultant.

Consultant performs some or all of the services or project at a location outside of Hofstra's premises.

Consultant supplies his/her own equipment or materials.

Consultant has the right to control the day-to-day aspects of the project, as well as the manner, method and means by which the project is completed, including delegation to its own staff, setting work hours, etc.

Consultant invoices Hofstra University in order to be paid for services.

Consultant is not held out to third parties as an employee of Hofstra University.

Project involves an area or a service where outsourcing to nonemployees is customarily recognized as acceptable and common in the educational industry.

Consultant's project or services involves something not traditionally performed in house by employees of Hofstra.

Consultant is not required to report to anyone at Hofstra or attend regular department meetings and makes his/her own schedule.

Consultant is free to perform similar work for others as well as for Hofstra.

Hofstra has little or no management or supervision of Consultant for this project.

Consultant is not provided a Hofstra ID, Hofstra email address or an office on Hofstra's premises (please cross off if not applicable).

**Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing below, I hereby certify that I have completed or reviewed the contents of this checklist on the date indicated by my name, and I attest to the accuracy of the contents of this checklist.

SIGNATURE OF UNIVERSITY OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.