

**PROFESSIONAL BULL RIDERS, LLC**  
**2019 Stock Contractor Membership Application**

Office Use Only:

Paid: \_\_\_\_\_



This Application must be completed and submitted to Professional Bull Riders, LLC in person, by post/mail (101 West Riverwalk, Pueblo, CO 81003), by fax (719-242-2767), or by email ([rbeltramo@pbr.com](mailto:rbeltramo@pbr.com)) with this application as a PDF attachment.

**For all bull or company partnerships, all parties must purchase a separate 2019 PBR Stock Contractor membership.**

Name/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Preferred Method to Receive Information: (circle ONE)      **Email**      **Regular Mail**

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_\_) \_\_\_\_\_

Cell/Mobile Number: (\_\_\_\_\_) \_\_\_\_\_ FEIN or SSN: \_\_\_\_\_

Website: \_\_\_\_\_ Jacket Size: \_\_\_\_\_

Stock Contractor Listed By: (circle ONE):

**Your Name**      **Company Name**      **Other (insert):** \_\_\_\_\_

**2019 PBR STOCK CONTRACTOR MEMBERSHIP FEES.** PBR Stock Contractor Membership Fees are based on the PBR Tour status and are non-refundable except to those applicants who are not granted membership.

(Check ONE 

**PBR Touring Pro Division Status: \$300.00** (After your TPD Fee is paid, you will be required to upgrade to Velocity Tour Status before participating in your first PBR Velocity Tour event.)

**PBR Velocity Tour Status: \$\_\_\_\_\_** (After your Velocity Tour Fee is paid, you will be required to upgrade to Premier Tour Status before participating in your first Premier Tour event.)

**PBR Premier Tour Status: \$1,500.00**



## 2019 PBR STOCK CONTRACTOR MEMBERSHIP TERMS AND CONDITIONS

### **Membership Status**

Applicant confirms that it desires to become a member of the world's elite professional western sports and lifestyle organization -- PBR. Applicant understands that membership in PBR is a unique privilege. Applicant confirms that it will conduct itself in a professional, sportsmanlike, and responsible manner. Applicant understands that if it fails to conduct itself in this manner, it may face immediate dismissal, suspension, loss of points, and/or fines. Applicant also confirms that it is bound by and conduct itself in accordance with the 2019 PBR Membership Rule Book and other policies and codes of conduct applicable to it. Applicant confirms its acceptance of terms of this Membership Application. Applicant declares that the information in this Application is both accurate and truthful. Applicant understands that it is NOT an employee, independent contractor, or agent of PBR in any capacity and has no power, authority or capacity to legally obligate or bind PBR in any manner.

### **Bucking Bull Livestock/Associations**

Applicant warrants that is experienced and regularly engaged in the independent trade and business of professional bucking bull/rodeo livestock breeding, training, competition and related services, and possesses the requisite special skills, training, capabilities and equipment necessary to do so. Applicant is free to become a member of other associations in addition to ABBI (American Bucking Bull, Inc.) and engage in of professional bucking bull/rodeo livestock breeding, training and related services with and for others as Applicant desires.

### **Restricted Areas**

Applicant will, immediately prior to and upon entering any restricted area, including but not limited to the arena, chutes, livestock holding, housing, pens, livestock load-in and load-out areas, concession and other locations appurtenant (belonging to) to any area where any activity related to the PBR Events occurs ("Restricted Areas"), and will continuously thereafter, inspect such Restricted Areas and all portions thereof which it enters and with which it comes in contact, and Stock Contractor further warrants that its entry into or upon such Restricted Area or Areas and its participation, if any, in the PBR Event constitutes an automatic acknowledgement that it has inspected such Restricted Areas and finds and accepts the Restricted Areas as being safe and reasonably suited for the purposes of its and their bulls use, and Stock Contractor further agrees and warrants that if, at any time, it is in or about Restricted Areas and feels or discovers anything to be unsafe, in any respect, it will immediately advise PBR officials of such unsafe situation.

### **Entry Fees**

Applicant agrees to be financially responsible for payments of its entry fees and any related costs, expenses or penalties for PBR Events entered. Applicant agrees that PBR may in its discretion, withhold from Applicant's past, current or future prizes any fees, fines, or other unpaid amounts owed by Applicant.

### **Prize Purses and Payments for Non-PBR Promoted Events**

If a PBR Velocity Tour, Touring Pro Division or other PBR sanctioned event is promoted by a third party, Applicant understands and accepts that PBR does not guarantee the prize purse payouts but will assist in the collection of any prize money earned by Applicant.

### **Consent to Capture Applicant/Related Parties Identification**

Applicant acknowledges that PBR and the venue owners will, before, during or after PBR Events, or any other series, tours, events and/or activities, domestic or international, grant access to third party film

crews from many sources including but not limited to news media, newspaper, radio, television or cable networks, movie, or other third party shows or film crews.

Applicant consents to PBR's and its licensees' and designees' capture of the names, voices, sounds, images, likenesses, signatures, logos, trademarks, trade dress, biographies, photographs, performances, and any and all other identification ) of Applicant, its staff, contractors, agents, guests, employees and livestock ("Applicant's and its' Related Parties Identification"), whether taken, recorded, captured or created at or during any PBR Event or at any other event or time, in or out of competition, for any purpose or use.

### **License and Use Release**

Applicant grants to PBR (and PBR's parents, subsidiaries, affiliates, licensees, and sub licensees) the right and license (including the right to permit others, as PBR sees fit) to use, display, publish, perform, reproduce, copy, alter, adapt, create derivatives, translate, distribute, stream, broadcast, transmit, license and otherwise exploit the Applicant's and its' Related Parties Identification for no royalty or other payments and without approvals, in any PBR-produced, licensed, sublicensed or sanctioned (i) promotional materials in any media format, (ii) photos, books, magazines, flyers, calendars, posters, trading cards, programs, motion pictures, video/digital/mobile/console/ web based games, TV, satellite, terrestrial, and cable programming, radio broadcasts, video tapes, DVDs, CDs, VOD, SVOD, OTT (including RidePass) or any related or successor technologies or media formats, (iii) on PBR's official websites as well as any PBR authorized or sanctioned fantasy-type game website including, but not limited to, any related content, fantasy-type games or contests, and audio or video footage appearing on PBR's official website or any PBR fantasy-type game website; and/or (iv) PBR's official merchandise catalog to generally promote PBR merchandise.

### **Licensing and Merchandise**

Applicant understands that PBR contracts with third parties for licensing other income producing opportunities and that it may be entitled to royalty fees if certain conditions are applicable to it. All of these terms and conditions are set out in the separate Stock Contractor Licensing and Merchandising Agreement between Applicant and PBR that must be signed to be effective. That separate agreement will govern all matters related to licensing and merchandise.

### **Promotional Activities**

If requested, Applicant agrees to participate in reasonable promotional activities on behalf of PBR and relating to the sport and business of professional bull riding and western sports in general.

### **Applicant's Related Parties**

Applicant represents that it will cause its Related Parties that it brings to any PBR Events to sign a similar release as contained in this Application including a Credential application as outlined below, as applicable. Applicant agrees to complete, and update throughout the 2019 PBR Season the attached list of Related Parties attached as Exhibit A to this Application.

### **Credentials**

Applicant understands that one or more annual, event specific, or temporary PBR Event and venue credentials may be issued pursuant to this Application, if approved. Credentials are the exclusive property of PBR and must be surrendered upon demand by PBR, in PBR's sole discretion. Any Credential lost or stolen must be reported to PBR immediately. Failure to timely report a lost or stolen Credential may result in suspension of credential rights or, if applicable, a Member's license. Applicant understands that any Credential issued permits only the properly Credentialed Related Party to enter into Restricted Areas during the 2019 PBR Season solely in accordance with the terms of the Credential

and any instructions and procedures for access as may be established by PBR. Applicant understands and agrees that any Credential issued to it and/or Related Parties may not be sold, assigned, lent, transferred or given to any other person (including, for clarity, its family and co-workers not working at the Event). Any attempt to sell, assign, transfer, lend, or permit any other person to use it shall result in a fee imposed by PBR up to US\$500 and/or suspension or revocation of the misused Credential or all Credentials.

### **Assumption of Risk**

Applicant acknowledge that bull riding and other western lifestyle events, including bucking bull events, is and has always been an extremely dangerous activity, and that participation in and presence at this type of event and activity, including but not limited to PBR's Events, exposes Applicant and Related Parties to serious hazards and risks to person and property. Applicant has been warned about and accept all of these risks and hazards. These risks include (but are not limited to) INJURY TO APPLICANT OR RELATED PARTIES' (INCLUDING LIVESTOCK) MUSCULAR, NERVE OR SKELETAL SYSTEMS INCLUDING CONTUSIONS, PARALYSIS, SPRAINS, AND FRACTURES; LOSS AND/OR DAMAGE TO SIGHT, SMELL, TEETH OR HEARING; INJURY TO INTERNAL ORGANS; INJURY TO THE HEAD, NECK OR SPINE INCLUDING CONCUSSIONS AND TRAUMATIC BRAIN INJURY AND ALL OF THEIR SHORT- AND/OR LONG-TERM EFFECTS INCLUDING WITHOUT LIMITATION BRAIN DAMAGE, DEPRESSION, AND/OR COGNITIVE IMPAIRMENT; SHORT OR LONG-TERM DISABILITY; LOSS OF INCOME AND/OR CAREER OPPORTUNITIES; AND DEATH. Applicant realizes that the risks arise not only from competing but also from being in the Restricted Areas. **Applicant's assumption of these risks is legally binding upon it and shall be a complete block and bar to any and all Claims (see the next paragraph) by Applicant, Related Parties and/or any other person or entity acting on Applicant's or Related Parties behalf.**

### **Release and Waiver of Liability and Covenant Not to Sue**

As consideration for being able to participate in PBR Events, Applicant, for and on behalf of itself, Related Parties and/or any other person or entity acting on Applicant's or Related Parties behalf, agrees to forever discharge, waive, release, indemnify, agree to defend and hold harmless PBR and its parents, subsidiaries and affiliates and each of their officers, directors, owners, employees, members, agents, partners, sponsors, and contractors of each of the foregoing in clause (i), and (iii) each of the respective predecessors, successors and assigns ("Releasees") from any and all claims, demands, losses, costs, liabilities, judgments, debts, and expenses ("Claims") arising from relating to or in connection with Applicant's and Related Parties' participation in or presence at PBR Events or activities sanctioned, approved by or affiliated with PBR. I agree that I will not sue or threaten to sue PBR or any Releasee that Applicant is releasing pursuant to this 2019 PBR Stock Contractor Membership Application. This release, waiver and covenant not to sue shall not apply to Claims arising solely from the gross negligence or willful misconduct of any Releasee.

### **Third Party Indemnity**

I agree to indemnify, defend and hold PBR harmless against any claims for injury, death or property damage brought by a third party against PBR if it results from Applicant's and/or Related Parties' negligence or willful misconduct at or in connection with Applicant's PBR Membership or PBR Events. This indemnity will not apply to the extent that the injury, death or property damage is caused solely by the negligence of PBR.

### **Interpretation and Governing Law**

This 2019 PBR Stock Contractor Membership Application and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflict of law principles. All disputes pertaining to this 2019 PBR Stock Contractor Membership

Application will be decided by a state or federal court located in the State of Colorado and I consent to personal jurisdiction in such courts. If any provision of this Application is determined by a legal authority to be unenforceable, all other provisions will continue in full force and effect. The provisions of this 2019 PBR Stock Contractor Membership Application, together with my commitments and obligations hereunder, will survive termination or expiration of this 2019 PBR Stock Contractor Membership Application.

**EXHIBIT A**

Please list the Full Legal Name, Social Security #, Residential Address, and Mobile/Cell # of each Related Party who will or might assist Applicant at a PBR Event.

<b>Name</b>	<b>Address</b>	<b>Cell Phone #</b>
1. _____	_____	
SSN: _____	_____	
	_____	
2. _____	_____	
SSN: _____	_____	
	_____	
3. _____	_____	
SSN: _____	_____	
	_____	
4. _____	_____	
SSN: _____	_____	
	_____	
5. _____	_____	
SSN: _____	_____	
	_____	
6. _____	_____	
SSN: _____	_____	
	_____	
7. _____	_____	
SSN: _____	_____	
	_____	



**ACCOUNTS PAYABLE VENDOR DIRECT DEPOSIT (ACH)**

**Direct Deposit Authorization Form**

By signing below, I authorize the Professional Bull Riders, LLC. (PBR) to initiate direct deposit of all funds due me by PBR for Accounts Payables. Additionally, I authorize PBR to initiate adjustments for any transactions credited or debited in error to the account(s) indicated below.

I understand this authority will remain in effect until I notify PBR in writing to request cancellation. In the event I terminated the account listed below, I agree to notify PBR immediately. I understand my failure to do so may result in the delay of receipt of my check.

***Note: You must attach a copy of a voided check to this form.***

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

Contact Person: \_\_\_\_\_

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

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

Bank ABA Routing #:

Bank Account #:

\_\_\_\_\_  
**Vendor Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Name (Print)

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Phone number





By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABL accounts (under section 529A), 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.

**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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. 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>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<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 "Business name/disregarded entity" 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*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**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.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.