



## **METRO NATIONAL FIELD SERVICES**

### **Table of Contents**

Letter of Introduction

Insurance Requirements

Technology Requirements

Independent Contractor's Agreement

Zero Tolerance Theft Policy

W-9 Form



## **Metro National Field Services**

Dear Contractor:

Welcome to Metro National Field Services (Metro or MNFS). You are now part of the fastest growing field services company in the United States. Metro believes in superior customer service and the assurance of quality work.

Contained within this packet is valuable information regarding your ability to accept work from Metro and its clients. Please read all material carefully and if you have any questions please contact us for clarification.

All material within this packet is considered "confidential". The materials must be completed, acknowledged and returned back to Metro before you can receive work.

Once again, welcome to Metro National Field Services. We look forward to a lasting business relation with you as the newest member of our family.

Sincerely,

A handwritten signature in black ink that reads "Gregory Giusto". The signature is written in a cursive style with a large, prominent initial 'G'.

Gregory Giusto  
Vice President of Operations  
Metro National Field Services

# **Metro National Field Services**

## **Insurance Requirements**

Metro National Field Services requires all its independent contractors to carry \$1,000,000 General Liability Insurance (\$1,000,000 per occurrence, \$2, 000,000 aggregate) and \$1,000,000 Errors and Omissions coverage.

Please have the Certificate of Insurance sent to the attention of Megan Manning at [megan@metroclose.com](mailto:megan@metroclose.com) or fax to (801) 236-3861 with Metro National Field Services listed as the Certificate Holder and as an additionally insured party.

You are responsible to notify Metro immediately if there is any change in your insurance coverage or if the policy is terminated voluntarily or involuntarily.

No work will be assigned to you until proof of current insurance is provided and you must maintain a current Certificate of Insurance with us at all times.

# **Metro National Field Services**

## **Technology Requirements**

To ensure quality of service provided by Metro National Field Services (Metro or MNFS) contractors, the following information needs to be filled out and returned to Metro. All information is deemed confidential and for use by Metro's management and employees.

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

Contractor Signature: \_\_\_\_\_

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

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

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

Metro National Field Services sends all its work assignments and receives its completions including photo uploads via the Internet.

It is the responsibility of the contractor to maintain the following tools of the trade in receiving and sending of work to be completed.

Please check off and/or circle the following if you own and can operate:

\_\_\_\_\_ Digital Camera

\_\_\_\_\_ PC/Mac/Laptop

\_\_\_\_\_ Cable/DSL/Wifi

\_\_\_\_\_ Photo Software

# Metro National Field Services

## **Contractor Agreement**

This Agreement (Agreement) is entered into between Metro National Field Services, at 345 E. Broadway, Salt Lake City, Utah 84111 (Metro or MNFS), and \_\_\_\_\_ ( Contractor) located at

\_\_\_\_\_  
(Street Address)

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

\_\_\_\_\_  
(State & Zip)

### RECITALS

- A. Whereas, Metro desires to have certain services performed with respect to real estate properties and
- B. Independent Contractor desires to perform such services under the terms and conditions stated in this Agreement.

### Agreements

Now, therefore, upon adequate consideration the receipt of which hereby acknowledge, the parties hereby agree to the following:

1. The parties agree that Contractor shall serve as an independent contractor, and not as an employee or other agent or servant of Metro or its consumer.
2. The parties agree that Contractor possesses the knowledge and experience in the real estate field service, inspections, property preservation and the related work that the parties shall rely upon Contractor utilizing said knowledge and experience in the performance of duties assigned to Contractor by Metro.
3. Contractor shall promptly and diligently perform within the time requirements requested, all services and duties, including property maintenance and preservation work requested by Metro on such properties as are hereafter agreed upon from time to time by Metro and Contractor.
4. Contractor agrees to defend, indemnify and hold Metro harmless from any and all actions arising from (1) any act, omission or negligence by Contractor; (2) any accident, injury or damage whatsoever, caused to any person or property, where such accident, damage or injury results or is claimed to have resulted from an act or omission of Contractor, and, (3) any act, omission or default under any of Contractor's obligations pursuant to this Agreement. This indemnity and hold harmless shall include indemnity against all cost, expenses, fines, penalties, liabilities, and attorney fees incurred in connections with any

claim or proceeding.

5. Contractor represents to Metro that Contractor is responsible for the manner or method of its employees performing service and has the right to supervise, direct and control its employees. The services and labor performed by Contractor's employees are for the benefit of Contractor's not for the benefit of Metro. Accordingly, Contractor is solely responsible for the timeliness, quality, adequacy and safety of all services performed by Contractor's employees and for all the consequences, including damage to property and injury to third parties, resulting from such performance while Contractor's employees are acting under the supervision, direction and control of Contractor.
6. The parties acknowledge that Contractor, its direct employees and its sub-contractors are not Metro employees, they are considered as an Independent Contractor. And as such are not entitled to workers compensation, disability, medical, retirement or any other benefits paid Metro employees. Contractor is paid by the job, not by the hour or some other time measured basis, and makes a profit or loss from each job. Contractor may hire as many helpers as Contractor desires and to determine what each helper will be paid, provides the necessary tools and equipment, and sets to its own schedule of tasks for completing jobs on time within Metro's guidelines.
7. Metro reserves the right to engage the services of other contractors to perform similar services in Contractor's geographic area. Contractor reserves the right perform similar services for others.
8. Contractor and Metro agree upon a fee schedule for basic service. Other services provided by Contractor will be handled on a case-by-case basis depending upon bids provided by Contractor or agreed upon terms between the parties. Metro will issue payment for all work timely and properly performed and timely and properly reported within thirty five (35) calendar days. Unless otherwise agreed upon, payment will not exceed the allowable prices as set forth in the fee schedule. Metro will pay Contractor for all services that are properly performed and submitted to Metro by their due date. Metro reserves the right to not on work orders that are not completed by the scheduled due date. Request for an extension of the due date must be communicated in writing to Metro office no less than one business day prior to the original due date. If extension is authorized an approval order will be sent to the Contractor.
9. Contractor agrees that in order to perform services for Metro, Contractor will have access to confidential and proprietary information of Metro (e.g. computer operations, trade secrets and confidential information, including business methods, data, and mortgage loan information). Contractor acknowledges that such information is highly confidential and, if revealed to any outside source the disclosure would seriously and adversely affect Metro's business; and that such information is of such nature as to make it responsible to restrict Contractor's use of such information for Metro's protection of its business interest. Such being the case, Contractor must agree and comply with the terms and conditions of this Agreement. Contractor agrees that from date of signature he will not make known, divulge to or use from Contractor's or any other person's benefit, directly or otherwise, any proprietary or confidential information (except as required in the course of providing services for Metro). Contractor agrees not to cause Metro to violate its agreements with its customers as it relates to proprietary, confidential information. Metro understands and agrees that Contractor may hire "helpers" and that Contractor shall take the necessary steps to insure that any "helpers" will also adhere to the agreements herein.

All proprietary information shall remain the property of Metro.

10. Contractor agrees to comply with all regulatory guidelines pertaining to services being performed for Metro.
11. This Agreement may be terminated by any party at anytime, with or without cause. Termination of this agreement by Metro shall not release Contractor from any liability for acts or omissions, which took place prior to such termination. Further, at Metro option, Contractor may be required to complete the work in progress and if so, Contractor will be compensated as if the Agreement were not terminated.
12. The laws of the state of Utah shall govern the validity of this Agreement, the construction of this term and the interpretation of the rights and duties of the parties hereto.
13. Any controversies arising out of the terms or its interpretation shall be settled in accordance with the rules of the American Arbitration Association, and the judgment award may be entered in any court having jurisdiction thereof.
14. Should any term or provision of this Agreement or the application thereof to any circumstance, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of the Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable.
15. The Agreement may be executed in one or more counterparts, each of which is to be considered an original instrument and all of which together shall be considered one and the same agreement. Delivery and receipt of executed pages by facsimile transmission or by "pdf" format through email shall constitute effective and binding execution and delivery of the Agreement.

Metro National Field Services:

Contractor

By: \_\_\_\_\_  
Gregory E. Giusto

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

Its: Vice President of Operations

Its: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

## **Metro National Field Service**

### **Zero Tolerance Policy on Theft**

Metro National Field Services (Metro or MNFS) has a zero tolerance policy towards theft.

Allegations of theft will be investigated with the strongest measures possible. Unfortunately “perception is a reality” and these allegations are extremely damaging to our clients’ relationship and can place further business in jeopardy. Any contractor, contractors, direct employees, or its sub-contractors who are involved in the unauthorized removal of any items from a property will result in contractor being immediately placed on “hold” pending an investigation. Proper authorities will be contacted to investigate allegations and based on the outcome of the investigation; action will be taken up to and including relationship termination per the contractor’s agreement and criminal prosecution referrals.

Theft includes, but is not limited, the removal of any items from a property that is not specified by the work order. This includes permitting employees, neighbors, or sub-contractors to take items for compensation. Some work orders contain an allowable for the removal of debris or health hazards. Be sure these items fit strict description of debris or health hazards. Items that do not meet the descriptions of debris or health hazards are considered personal property regardless of if they look used, worn, or disorganized. These items legally belong to the owner and can not be removed unless authorized by a work order from Metro.

Contractor is responsible for the performance or non-performance of its employees or its sub-contractors as if such performance or non-performance were that of the contractor. Contractor should make every effort in hiring processes to insure contractor’s employees and contractor’s sub-contractors possess appropriate character disposition and honest. MNFS encourages that contractors conduct thorough background investigation and diligent reference checking practices prior to employment. MNFS expects that the contractor will communicate this policy to all their employees and sub-contractors and that a signed acknowledgement be retained in contractor’s file. Frequent communication of this topic should be incorporated into your job briefings.

Please understand the extreme importance to adherence to this policy. As always, feel to contact us to discuss your questions or concerns. We value our contractors

and believe that following these guidelines closely is in everyone best interest.

Print your contractor's name, sign and date below indicating you understand this policy and have communicated it through out your organization.

Please sign and return to Metro.

Contractor's Name (Print)\_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Thank you,

Metro National Field Services

## 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 ▶
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### 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>2</sup>

<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.