

# EP TransCargo, LLC.

PO Box 1449 Giddings, TX 78942

Phone: 979-542-2302 Fax: 979-540-2079

Mobile number for all text messages: 979-325-9684

[ap@eptransportinc.com](mailto:ap@eptransportinc.com)

## **\*\*\*STOP - CAUTION - READ BEFORE CONTINUING!\*\*\***

Before accepting a load from EP TransCargo, LLC. (EP) you must read, acknowledge, accept, and agree to ALL of the following conditions on behalf of your company AND your Drivers by signing below.

**\*\*FAILURE TO FOLLOW ALL REQUIREMENTS BELOW WILL RESULT IN SEVERE CONSEQUENCES INCLUDING BUT NOT LIMITED TO:**

1. Reduced Rate Paid to you for the load.
2. Blacklisting of your company with EP TransCargo, LLC. We will not use you again
3. Reporting to Truckstop.com detailing failure of performance

### **REQUIREMENTS FOR ALL LOADS HAULED FOR EP TransCargo, LLC.**

\*Driver must call EP dispatch within 15 minutes of booking the load to confirm his location, ETA, cell phone number, and agree to accept tracking or we will repost and recover the load without notifying you.

\*Driver must download, accept, & allow tracking, agree to terms and conditions, and perform arrival & departure checks within the app at both the shipper and receiver. (Any alternate tracking methods must be approved by EP dispatch PRIOR to loading ) App Instructions Are Attached.

\*Driver must provide EP dispatch with a copy of the BOL / POD RECEIPT BEFORE LEAVING THE SHIPPER to prove the shipment is loaded AND a copy of the SIGNED BOL / POD IMMEDIATELY UPON UNLOADING BEFORE LEAVING THE RECEIVER to prove the shipment delivered. The driver may fax the copies, or take a clear picture of the copies and submit via email, text, or within the truckstop.com mobile app. Please note: the pictures the drivers send will NOT be accepted for payment processing - we require clear, legible, original quality copies or originals of BOL for payment.

\*Driver and / or Dispatcher must notify EP IMMEDIATELY if there are ANY delays or problems picking up a shipment or making delivery on time. All of EP's shipments are TIME CRITICAL and we MUST be made aware of ANY AND ALL issue right away in order to keep our customer informed

\*Drivers must have and wear Personal Protective Equipment (PPE) at all shipping and receiving facilities: Hard Hat, Boots (Steel Toe required at certain facilities), Long Pants, and Safety Glasses. Absolutely NO Shorts, Sandals, Tank Tops etc allowed!

\*Driver must pay attention when loading to ensure he is loaded with the correct material per the rate confirmation. Driver must call immediately FROM THE SHIPPER, if he is being loaded with the incorrect product AND / OR if the BOL has a delivery address or PO# other than that listed on the Rate Conf. Driver must also ensure BOL received has the correct information.

By signing below and accepting and / or loading any shipment for EP TransCargo, LLC, you, your company, and your driver agree to comply with the above requirements

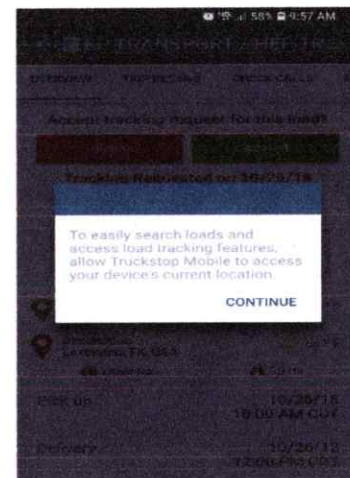
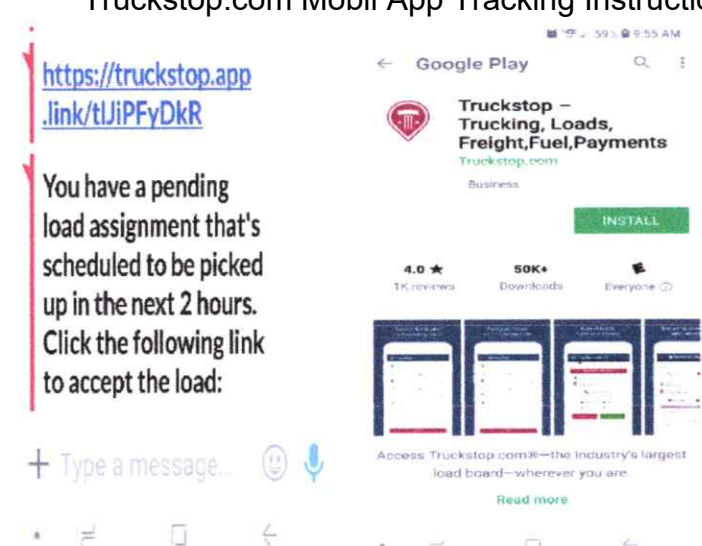
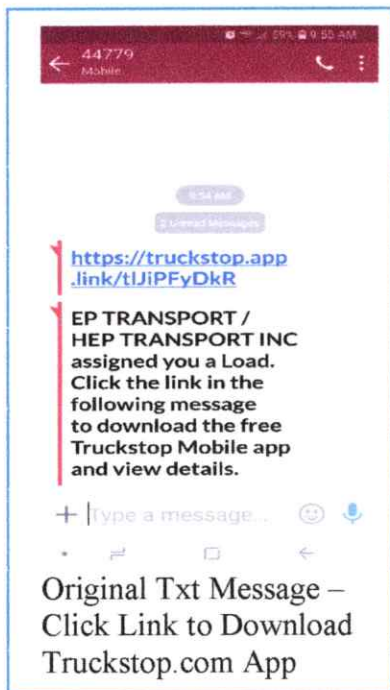
X: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



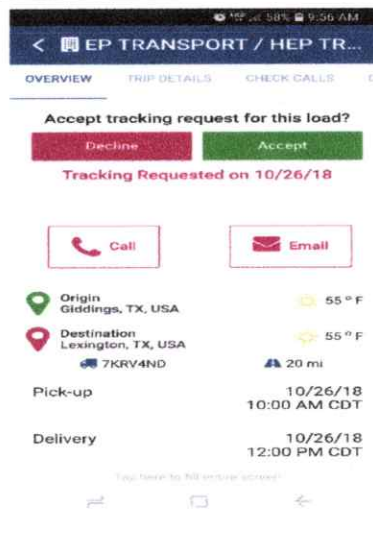
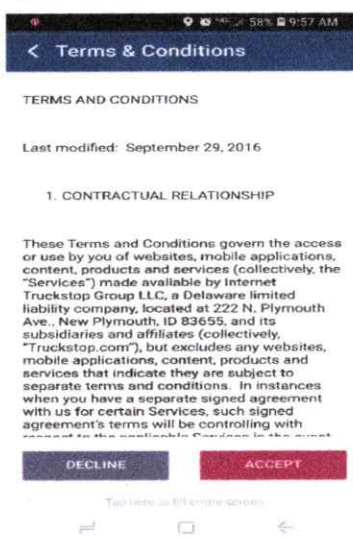
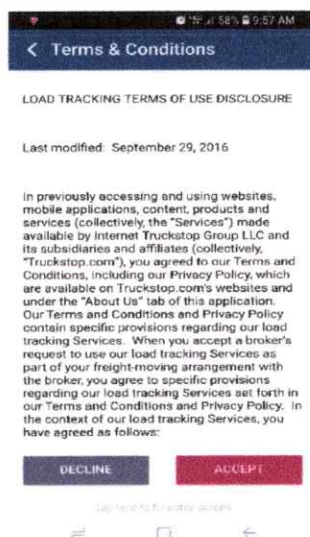
# Truckstop.com Mobil App Tracking Instructions



This Txt Message will be sent for each load. Click to go to load in App.

Click INSTALL in google Play Store. Or GET in the Apple Store.

Driver must allow location if not currently turned on

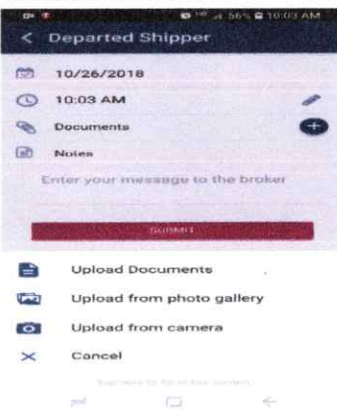
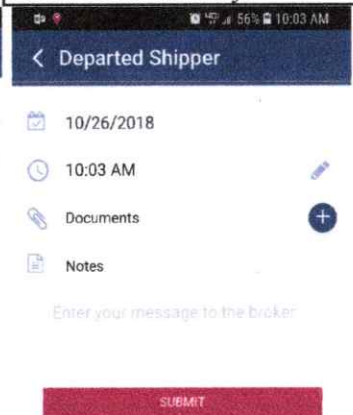


Driver must accept the terms when initially opening App.

Driver must also accept this set of terms and conditions initially.

Driver must Accept load in App.

This will display as an overview of the load.



Driver must repeat the last three steps when he arrives at the receiver and is unloaded to submit a copy of the BOL / POD

Click on Dispatched across the top. Click Arrived at Shipper when driver arrives.

When driver is loaded he should click Departed Shipper. At this screen he

can click the + sign next to Documents to upload or take a pic of BOL.

# EP TransCargo, LLC

PO Box 1449  
Giddings, TX 78942  
(979) 542-2302 Fax (979) 540-2079  
ap@eptransportinc.com

Thank you for choosing to work with our company.

We need this page filled out and faxed back along with the following information.

1. Copy of operating authority.
2. Completed W-9 Note: If you are an LLC you **MUST** list the type - Indi., Corp, Partner, etc!!
3. Completed Broker Carrier Agreement.
4. Certificate of Insurance (Cargo and Liability) naming EP TransCargo, LLC as a Certificate Holder. Please provide a copy for dispatch and the original from your insurance company as soon as possible - payment will not be made without original.

Please mail all invoices to the address above with Original BOL & a copy of rate confirmation. Original BOL / POD or clear, legible, original quality BOL / POD from Customer is required for payment!

Please complete the following information:

Company name: \_\_\_\_\_

Principal Owner/Officers: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

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

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

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

Factoring Company: \_\_\_\_\_

& address is applicable: \_\_\_\_\_

Federal Employer ID No: \_\_\_\_\_

Equipment - Please Circle: Flatbeds/Stepdecks# \_\_\_\_\_ Vans/Reefers# \_\_\_\_\_

MC# \_\_\_\_\_ USDOT# \_\_\_\_\_ Safety Rating: \_\_\_\_\_

**Office use only!**

**Company Code:**

\_\_\_\_\_

**Office use only!**

**1099: Yes/ No**

**Cert Rec: Yes / No**

**INS EXP:**

**AL:** \_\_\_\_\_

**Cargo:** \_\_\_\_\_

**GL:** \_\_\_\_\_

**CSA:** \_\_\_\_\_

**Office use only!**

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### BROKER / CARRIER AGREEMENT CLAUSE

This Agreement shall govern the services provided by \_\_\_\_\_ a licensed and authorized motor carrier pursuant to USDOT # \_\_\_\_\_ & Docket No. MC# \_\_\_\_\_ (hereinafter referred to as "Carrier") and EP TransCargo, LLC of Giddings, TX, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC# 1052321B & USDOT# 3312158. Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

1. **Broker Status.** Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

1.1 **Carrier Status, Rights and Responsibility.** Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intraprovincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

1.2 **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

1.3 **Waiver of Rights.** Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

1.4 **Sub-Contract Prohibition.** Carrier expressly agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.



1.5 **Authorities and Licenses; Compliance with Laws.** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.

2. **Booking Confirmation.** Carrier shall transport shipments arranged by Broker pursuant to carrier load, rate, or booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).

3. **Compensation.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit legible, original quality proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation.

3.1 **Payment of Invoices.** Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from other parties, to include the shipper or consignee.

4. **Insurance.** Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US \$100,000 per shipment, a deductible no greater than US \$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US \$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US \$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US \$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance

policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

5. **Carrier Moving Perishables.** Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B, C & D, incorporated as an integral part of this Agreement. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third party beneficiary of this Agreement. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Broker or Shipper.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

6. **Shipping Document Execution.** Carrier is to be named on the bill of lading as the "carrier of record."

7. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR

PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. **Carrier's Cargo Liability.** Carrier assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

8.1 **Salvage Claims.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. **Governing Law; Consent to Jurisdiction and Integration.** This Contract will be construed, to the extent not pre-empted by applicable federal law, under the laws of the State of Texas, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in Texas in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defense of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification hereunder may be effected in the courts where such third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

9.1 **Safety Rating.** Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

10. **Confidentiality Obligations.** Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 24 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1 **Nonsolicitation of Customers.** During this Contract's term and for 24 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker's prior written consent if (a) that Customer first became known to Carrier as a result of Broker's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US \$200 per shipment, for transportation services provided by Carrier to such Customer.

11. **Savings Clause.** If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

EP TransCargo, LLC  
PO Box 1449  
Giddings, TX 78942

BROKER

By: Heather Perez

Print: Heather Perez

Title: Vice President

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

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

CARRIER

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

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

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

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



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.