



Dear **CARRIER**:

Thank you for choosing to partner with Podium Logistics, LLC and welcome to our family! We are grateful for you and hope to foster a long-lasting, mutually beneficial relationship.

Before Podium, R&K Logistic Resources (established in 2001) had a reputation of excellent credit, quick and dependable payment and the best loads. Today, Podium Logistics carries on those same principles of outstanding service, sound ethics and solid, trustworthy partnerships.

To get you set up and meet FMCSA guidelines and company policies please complete, sign and return:

1. Completed CARRIER Profile Sheet
2. Carrier Payment Authorization Form
3. Signed BROKER – CARRIER Agreement
4. Legible Copy of Operating Authority
5. Completed W-9 Tax Form
6. Insurance Certificate
7. Copy of Hazard Material Certificate (if applicable)

If any questions, please contact me directly at 912-826-0007 or email me at [jeff@podiumlogistics.com](mailto:jeff@podiumlogistics.com).

**Please note, we must be in receipt of all completed documents above and rate confirmation before we are able to send your driver for pick up.**

Once everything is complete, fax or email completed paperwork to:

EMAIL [jeff@podiumlogistics.com](mailto:jeff@podiumlogistics.com)      FAX 800-852-8497

Thank you!

Kind Regards,  
Jeff Schoenberg  
Podium Logistics, LLC



# Carrier Profile

Company Name: \_\_\_\_\_ Hazmat Certified \_\_\_ Yes \_\_\_ No

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

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

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

DOT# \_\_\_\_\_ MC# \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_ - \_\_\_\_\_

Currently a participating partner in C-TPAT? YES \_\_\_ NO \_\_\_ if YES, SVI# \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

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

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

Number of units ready to start now: \_\_\_\_\_

Possible units ready to start later: \_\_\_\_\_



**CARRIER PAYMENT AUTHORIZATION FORM**

Podium Logistics, LLC knows how important it is to get paid on time. With our standard 30-day pay plan, we actually send the check or direct deposit for carrier settlements **21 days or sooner**, after receipt of necessary paperwork. We do this because our credit rating is one of the most vital assets we have as a broker and we know how expensive it is to operate physical assets.

We can achieve this by issuing a standard paper check or by direct deposit, which is at no cost to our carriers. If you use Factoring Company, we can also set up and pay them directly. Lastly, if you're in a cash crunch, Podium Logistics, LLC offers a Quick Pay program that utilizes direct deposit to ensure a maximum of 2-day pay. The cost of Quick Pay is 3% of the gross. Just fill out the correct payment address and select your payment method below.

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

MC#: \_\_\_\_\_ DOT#: \_\_\_\_\_

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

Is this a factoring company? \_\_\_\_\_ If yes, please attach assignment letter. Standard check payment applies when factoring.

**Method of Payment**

\_\_\_\_\_ Standard Check Payment (mails on the 21<sup>st</sup> day)

\_\_\_\_\_ Direct Deposit (processes on the 21<sup>st</sup> day)

\_\_\_\_\_ Quick Pay (charge of 3% of gross applies, must be on direct deposit)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Direct Deposit Authorization Agreement**

I hereby authorize Podium Logistics, LLC to initiate automatic deposits to my account at the financial institution named below. I also authorize Podium Logistics, LLC to reverse any payments that are made in error. Furthermore, I agree not to hold Podium Logistics, LLC responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This agreement will remain in effect until Podium Logistics, LLC receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Payroll Department.

Name of Financial Institution: \_\_\_\_\_ Checking \_\_\_\_ Savings \_\_\_\_

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**\*\*PLEASE ATTACH VOIDED CHECK OR DEPOSIT SLIP\*\***



## Broker Carrier Agreement

This CONTRACT is made and entered into on \_\_\_\_\_, 20\_\_\_\_\_, by and between Podium Logistics, LLC, known going forward as (“BROKER”) and \_\_\_\_\_ (“CARRIER OR CARRIERS”).

BROKER is defined as a licensed transportation BROKER that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the “Customer”); CARRIER is defined as an organization authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

**1. TERM.** The term of this Contract shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, this Contract may be terminated at any time by giving thirty (30) days prior written notice.

**2. CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract CARRIER, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the United States Department of Transportation (“DOT”), and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Contract. CARRIER agrees to notify BROKER within twenty-four (24) hours of receiving a conditional or unsatisfactory Safety Rating by the DOT. In the event that CARRIER is requested by BROKER to transport any shipment required by the DOT to be placarded as a hazardous material, the parties agree that the additional provisions required by the US Department of Transportation and FMCSA shall be met.

**3. PERFORMANCE OF SERVICES.** CARRIER’s services under this Contract are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Contract without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. CARRIER must call BROKER for directions to shipper/consignee to confirm arrival time. Driver will be asked for first and last name, cell phone number, tractor and trailer number, as well as equipment type. If CARRIER wishes to control driver information, then a valid after hour’s emergency number must be provided prior to pick up and conference call with the driver placed. This contract does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer. CARRIER must give priority to compliance with all laws and regulations and must not interpret any request, communication or financial penalty from BROKER, shipper, consignor or BROKER’S customer(s) to authorize CARRIER to deviate from any law or regulation applicable to CARRIER’S operations as a motor carrier. Any travel directions provided by BROKER to CARRIER or

CARRIER'S drivers for the transportation of freight shall be for information or convenience only, and CARRIER retains full and exclusive control of all transportation and related services CARRIER performs pursuant to this Agreement.

**4. RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a uniform (standard) bill of lading naming CARRIER as the transporting CARRIER. When picking up a load at a shipper's facility, CARRIER shall instruct its drivers to obtain the correct bill of lading showing CARRIER as the CARRIER. If it is not, CARRIER shall, or will instruct its drivers to mark out BROKER's name on any bill of lading and to write in CARRIER's name as the motor CARRIER of record for the delivery. Regardless of whether the BROKER is listed as the CARRIER on the bill of lading, it will not change the legal status of the BROKER nor the services provided by the BROKER. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Contract. CARRIER shall notify BROKER immediately of any exceptions made on the bill of lading or delivery receipt.

**5. CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER, not BROKER shall have full control of such personnel; shall select, dispatch and coordinate driver services; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder, CARRIER agrees to follow all BROKER security procedures that are in line with C-TPAT security criteria.

**6. INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER and its customers harmless from and against all loss, liability, damage, claim (including cargo loss, damage or delay claims), fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Contract by CARRIER, its employees or independent contractors, working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of BROKER. CARRIER agrees that BROKER shall not be liable for any Claims, including, but not limited to, Claims for personal injury (including death) and cargo loss, damage and delay claims unless attributable to the tortious conduct of BROKER.

**INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverage:

**(a)** Automobile liability insurance and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.

**(b)** All Risk Broad Form Motor Truck Cargo legal liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as an additional insured and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Contract. The coverage provided under the policy shall have no exclusions, deductions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

**(c)** Statutory Workers' Compensation Insurance and Employer liability coverage in such amounts and in such form as required by applicable state law.

**(d)** CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier, which insurance carrier shall have a rating by A.M. Best of B+ or better, showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies within five (5) days of a written request.

**(e)** CARRIER'S CARGO LIABILITY- An amount of at least \$100,000 covering any and all damages or losses related to cargo in the care, custody and control of CARRIER. Such insurance shall contain no exclusions, limitations or restrictions of any type that would be foreseeably preclude coverage, or reduce coverage, relating to a cargo loss, damage or delay claim (including, but not limited to items such as unattended equipment, unattached equipment, unlisted equipment, commodities transported under this contract, refrigeration breakdown/failure, employee theft or dishonesty). If CARRIER'S cargo insurance policy contains a schedule of covered vehicles, CARRIER will not transport any cargo on any shipment tendered by BROKER using a vehicle that is not listed as a scheduled vehicle on CARRIER'S cargo insurance policy.

**(f)** CARRIER agrees to have BROKER named as an additional insured on its automobile liability and property damage insurance; as loss payee on its cargo legal liability insurance. CARRIER agrees to provide BROKER with evidence of additional insured, loss payee and alternative employer designation on such policies within five (5) business days of a written request.

**(g)** In the event there is a default in CARRIER's insurance coverage as the result of either cancellation by the CARRIER's insurer or other policy exclusions, the CARRIER will be responsible to indemnify the BROKER or its customers up to the limits of the required coverage limits under parts (a) and (b) of this section (7), if attributable to any breaches pertaining to the performance of this agreement by the CARRIER.

**8. FREIGHT, LOSS DAMAGE OR DELAY.** CARRIER shall have exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in paragraph 4, CARRIER assumes the liability of a common CARRIER (i.e. Carmack Amendment liability) for loss, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, damaged or destroyed. CARRIER shall be liable to BROKER for consequential damages that are incurred by BROKER or the Customer for any freight loss or damage claim. Payments by CARRIER to BROKER or its Customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim. Except as otherwise set out in this article, the time limits for filing of loss and damage claims, and the time limits for filing any action at law for disallowance of claims, shall be governed by the provisions contained in 49 U.S.C. Sections 14705 & 14706. Only when delivery is expedited or when the delay or failure to deliver cargo results in or causes a legitimate business interruption, will it be the responsibility of the CARRIER for any claims asserted by the Customer (except as described in Force Majeure Event).

**(a)** Seal(s) shall not be removed or replaced without prior, documented permission from the claims representative of BROKER. The only exception is in the case of an emergency where the on-site police authority instructs that the seal be removed; the driver shall document the name, badge number, headquarters location, and reason why the authorities have instructed the seal removal. The driver shall make contact with the BROKER's OS&D Department at 912-826-0007. Any breach of this provision by a CARRIER on a sealed load that leads to the rejection in whole or part of the assigned load will be considered as a "strict liability" action and the CARRIER will be responsible for the load value and any other contractual claims made by the Customer upon BROKER.

**(b)** In the event branded or labeled goods are damaged, BROKER (in conjunction with the Customer) may determine, at its sole discretion, whether the goods may be salvaged and, if salvageable, the value of such salvage. CARRIER shall not sell, otherwise dispose of, or mitigate the sale, disposal or salvage of the goods without first obtaining the written consent of the BROKER and then removing all trade names, trademarks, logos or service marks prior to such sale or disposal.

**9. FORCE MAJEURE EVENT.** Any claims for damage, loss, delay, expedited freight charges or business interruption to a customer due to any failure to meet crucial delivery appointments as the result of a "Force Majeure Event" will not be considered to be a breach of any obligations under this contract (other than payment obligations) to the extent that CARRIER is prevented from carrying out those obligations under the Contract.

(a) Force Majeure Events are considered (a) an act of war (declared or undeclared), hostilities, terrorism or civil disorder (foreign and domestic), (b) a strike or civil commotion or other industrial action, blockade or embargo not caused by any party to this Contract, (c) incidents of adverse weather conditions in excess of those required to be designed into this agreement which is materially worse than - those encountered in the relevant areas at the relevant time of the year, (d) tempest, earthquake,

floods, tornadoes or hurricanes, (e) other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even using their best efforts.

(b) As soon as reasonably practical following the date of the commencement of a Force Majeure Event, and within a reasonable time following the termination of the event, the CARRIER defense shall submit reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the CARRIER's obligations under this Contract to the BROKER.

**10. ACCIDENTS AND CARGO CLAIMS.** In the event of any loss of cargo through an accident, theft, fire or exception noted at consignee, CARRIER will immediately report said event to the BROKER's OS&D department at 912-826-0007.

(a) CARRIER under this Contract must report any accidents to BROKER's Casualty Claims Department. An accident includes any property damage, collision with another vehicle, injury to any person(s) or damage to company equipment. It is imperative this procedure be followed to ensure FMCSR compliance and to allow the BROKER the opportunity to take appropriate action. CARRIER should also notify its insurance providers accordingly. If CARRIER is involved in an accident as described above, it should be reported using the BROKER's phone number 912-826-0007 as soon as possible.

**11. WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Contract. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

**12. COMPENSATION.** CARRIER will charge and BROKER will pay for transportation services performed under this Contract the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Contract. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Contract or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be physically mailed and made within twenty-one (21) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, load confirmation sheet, carrier invoice (must reference load number from confirmation sheet) and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee-Customer. CARRIER further agrees that BROKER has the discretionary right to withhold or offset any payments owed to CARRIER hereunder for liability incurred by CARRIER.



**13. NON-COMPETE AND CONFIDENTIALITY.** CARRIER acknowledges that any and all information emanating from BROKER or its Customer's business, in any form, including any compilations or otherwise non-public information is "Confidential Information" and CARRIER shall not, during or after the term of the Contract for twelve (12) months, permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employees, agent or representative who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by BROKER and its customer. CARRIER will not solicit or obtain traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. CARRIER acknowledges that the unauthorized disclosure or use of BROKER's or its Customer's Confidential Information would cause irreparable harm, the degree of which may be difficult to ascertain. Accordingly, CARRIER agrees that BROKER or its Customer will as a matter of right be entitled to obtain an immediate injunction, without posting of bond, enjoining any actual or proposed breach of this Contract as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach during the term of this Contract or for twelve (12) months thereafter. CARRIER shall also be responsible for any unauthorized disclosure made by any of its employees, agents, or representatives and shall take reasonable precautions to prevent such disclosures.

**14. SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of the CARRIER, and that the CARRIER shall not in any manner sub-contract, broker, "double broker" or in any other form arrange for the freight to be transported by a third-party without the prior written consent of BROKER. CARRIER shall defend (including payment of reasonable attorney's fees and costs), indemnify and hold harmless BROKER and its customer from and against any claims for direct or duplicate payments claimed to be due to any subcontractor, broker or any other third-party used by CARRIER. In the event that any subcontractor, broker or any other third-party used by CARRIER makes a claim against BROKER or its Customer for freight charges not otherwise paid by CARRIER, BROKER may, in its sole discretion, withhold payment for freight charges to CARRIER in the amount claimed to be due such subcontractor, broker or other third-party, together with an additional amount equal to ten percent (10%) of the sum claimed by the sub-contractor, broker or other third-party, as and for reimbursement to BROKER for expenses incurred in responding to and protecting against such claim(s). CARRIER shall indemnify, defend, and hold harmless BROKER and its Customer from and against any claim, action, demand or damages, including reasonable attorney's fees and costs incurred by BROKER or Customer, related in any manner to and resulting from the use by CARRIER of any sub-contractor, broker or other third-party.

**15. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Contract may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Contract shall be binding upon and ensure to the benefit of the parties hereto.

**16. SEVERABILITY.** In the event that the operation of any portion of this Contract results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Contract shall continue in full force and effect.

**17. WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. 14101 to the extent that such rights and remedies conflict with this Contract. Failure of BROKER to insist upon CARRIER's performance under this Contract, or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.

**18. DISPUTE RESOLUTION.** This Contract shall be deemed to have been drawn in accordance with the statutes and laws of the State of Georgia and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

**19. DETENTION POLICY.**

**(a) Dispatch:** CARRIER's driver must call BROKER to confirm arrival time at the shipper with load number for dispatch and to obtain required numbers, bills of lading, piece counts and weights for pick-up and seal number. CARRIER's driver must call BROKER when departing from Shipper's facility. Directions will be provided when available; directions provided by BROKER or its Customers are for informational purposes only. It is the CARRIER's sole responsibility to confirm that the directions, which include roads and bridges, are lawful and safe for a commercial vehicle to utilize.

**(b) Check Calls:** CARRIER's driver must call with arrival and departure times from both shipper and receiver.

**(c) In-Transit Calls:** CARRIER's driver or dispatcher must call in by 09:00 a.m. each morning with updates and ETA. If delayed or detained and unable to make on-time delivery, CARRIER must notify BROKER immediately.

**(d) Delivery:** CARRIER's driver must call in with arrival and departure times as well as report any OS&D noted on the bill of lading at time of delivery. **(e) Accessorial Charges:** All charges (detention, TONU, layover, lumpers, etc.) must be authorized and pre-approved prior to or at time of occurrence. Lumper fees will not be reimbursed to CARRIER without proper paperwork or receipt of lumper and must be submitted to BROKER within 48 hours of the occurrence. Check calls are required to BROKER's 24 hour dispatch at 912-826-0007 to be eligible for detention charges. CARRIER must check call one hour prior to detention starting so BROKER may be proactive in preventing the occurrence. Without proper documentation, BROKER has no proof of the occurrence and cannot bill customer. CARRIER shall ensure bill of lading is noted with printed and signed name by shipper / receiver personnel and provides BROKER with arrival and departure times to be eligible for detention. When BROKER receives the proper documentation, a new rate confirmation will be issued. If CARRIER driver is late for an appointment, they are not eligible for detention charges. BROKER detention policy is subjective to current state of loading environment applicable to shipper/customer confirmation of delay

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER: Podium Logistics, LLC

CARRIER: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Podium Logistics

\_\_\_\_\_  
Signature of Company Officer

Jeff Schoenberg  
Printed Name of Signature

\_\_\_\_\_  
Printed Name of Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> 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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><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.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## 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.

<b>Social security number</b>								
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## 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.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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## 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-DIV (dividends or capital gains)
- 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.*