



# Whitewood Transport Carrier Documentation Packet

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## Carrier Requirements:

1. All pages of Carrier Contract **SIGNED & INITIALED**
2. Completed Company Profile
3. W-9 Form
4. Copy of Operating Authority
5. A certificate of insurance for cargo and liability from your insurance company listing Whitewood Transport as an additional insured
6. A “Satisfactory” Safety Rating from the FMCSA
7. Copy of Worker’s Compensation coverage or copy of exemption or letter stating exemptions status

If there are any questions concerning these requirements, contact our office at **(800) 228-5569**. Please fax back to (406) 248-7850. A rate confirmation **CANNOT** be issued until all of these items have been returned to us.

Check out our website at **[www.whitewoodtransport.com](http://www.whitewoodtransport.com)**

Thank You.



## Whitewood Transport CARRIER PROFILE

COMPANY NAME: \_\_\_\_\_

MC# \_\_\_\_\_ DOT# \_\_\_\_\_ TAX ID # \_\_\_\_\_

CONTRACT \_\_\_\_\_ COMMON \_\_\_\_\_ BROKERAGE \_\_\_\_\_

Document Imaging \_\_\_\_\_ SCAC Code \_\_\_\_\_ Hazmat Cert. \_\_\_\_\_

Incorporated? \_\_\_\_\_

(Federal law requires us to have your TIN on file, or initiate backup withholdings on any payments we make to you.)

### PHYSICAL ADDRESS

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

### MAILING ADDRESS

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

PH #: \_\_\_\_\_  
\_\_\_\_\_

FAX: \_\_\_\_\_

### DISPATCH CONTACTS

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

### PRESIDENT

\_\_\_\_\_  
  
OPERATIONS MANAGER  
\_\_\_\_\_

# of TRUCKS \_\_\_\_\_ # FLATS \_\_\_\_\_ # STEPS \_\_\_\_\_ # RGN \_\_\_\_\_

#Hotshots \_\_\_\_\_ #Stretch trailers \_\_\_\_\_

OTHER EQUIPMENT \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Would you like our "Available Loads" list emailed daily? \_\_\_\_\_



**WHITEWOOD TRANSPORT**  
**CREDIT INFORMATION**

**Physical Address**

Whitewood Transport  
2185 Goodman Road  
Billings, MT 59101

**Mailing Address**

Whitewood Transport  
P.O. Box 30553  
Billings, MT 59107-0553

**Type of Business:** Trucking Company & Transportation Brokerage

**Incorporated:** State of Montana 1987  
**MC#** 175397                      **Fed ID #** 81-0335644

**Officers:** Michael P. Wilson                      President - Treasurer  
John Hanson                                      Vice President – Secretary

**Bank References:** First Interstate Bank, Billings, MT                      **Acct#** 1301213631  
**Contact:** Carol Willis (406) 255-6100

**Dun & Bradstreet #** 14-417-7193                      **Gross Annual Sales:** 15.4 Million

**Surety Bond:** First Interstate Bank                      11/01/00  
Billings, MT  
(406) 255-6100

**TRADE REFERENCES**

Sammons Trucking Missoula, MT (800)548-9276 (406) 728-4757 fax	Admiral Merchants Motor Freight Minneapolis, MN (800) 972-8864 (800) 858-1465 fax	SLT Express Inc Tolleson, AZ (800) 444-3777 (623) 344-1132 fax
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Henderson Heavy Haul Trucking Grand Junction, CO (800) 877-3321 (970) 243-5404 fax	Greentree Transportation Inc Pittsburgh, PA (800) 233-3262 (800) 446-2550 fax
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**CONTRACT CARRIER AGREEMENT**

This Contract Carrier Agreement (the "Agreement") by and between Whitewood Transport, Inc., of P.O. Box 30553, Billings, Montana 59107 ("Broker") and

\_\_\_\_\_, of \_\_\_\_\_ ("Carrier")

is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Recitals**

- A. Broker desires to hire Carrier to transport
- B. Carrier desires to provide the requested services to Shipper and has obtained the appropriate authority for providing the requested service to Broker.
- C. The parties, both of whom possess the requisite authority to provide the services required by this Agreement, enter into this Agreement upon terms which are mutually agreeable.

**Terms and Conditions**

The parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if set forth in full.
2. Effective Date and Term. This Agreement shall be effective as of the date appearing above and shall continue for a period of one year from such date. After such period, the Agreement shall continue on a month-to-month basis unless terminated by either party upon thirty days' written notice. Either party may terminate the Agreement immediately in the event of illegal conduct or a material breach of the terms of the Agreement by the other party.
3. Minimum Tender. Broker agrees to tender to Carrier a minimum of two shipments per year moving to, from or between facilities designated by Broker (or its customers) in such quantities as Broker shall determine. During the term of this Agreement, Carrier hereby agrees to accept all lawful shipments, subject to equipment availability, offered to it by Broker and to transport said commodities to the destination or destinations designated by the Broker. In the event Broker and/or Carrier fail to comply with this provision, such failure shall constitute a material breach under the above paragraph 2.
4. Rates and Charges. Carrier shall receive, as compensation for transportation provided under this Agreement, the rates and charges as agreed by Carrier and Broker and as set forth in the attached Exhibit A, and in the absence of such agreed compensation, in accordance with the attached Exhibit B. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contract shall be reduced to writing, in substantially the form set forth in the attached \_\_\_\_\_

Exhibit A, and signed by authorized parties prior to actual movement of freight by Carrier. Such oral agreements and supplemental written agreements as to rates and charges shall become a part of this Agreement as if set forth in full. Signed written agreements may be transmitted between the parties by a fax or by mail.

Carrier shall be paid as per the attached Exhibit A. The Carrier's freight bill, upon verification and acceptance by Broker, will serve as written confirmation of the actual charges to be paid by Broker.

Carrier agrees that it shall not bill the consignor/ consignee or any third party directly nor shall it accept payment from a consignor/consignee or any third party for providing the transportation under this Agreement. Carrier shall invoice Broker for the prescribed charges and shall forward to Broker, along with the invoice, a signed delivery receipt and any other documentation required by Broker for each shipment listed on the invoice for which Carrier seeks payment.

Broker agrees to pay Carrier for the applicable freight charges under this Agreement within twenty-eight (28) days of receipt of required paperwork; provided, however, in the event that a dispute arises concerning the Carrier's services provided under this Agreement, or any other agreement between Broker and Carrier, Broker is authorized to withhold the amount claimed as due by its customers, clients, consignors/consignees until such dispute is resolved. Broker shall not be restricted to withholding money solely from freight charges related to the disputed services, but may withhold appropriate sums from any and all freight charges due from Broker to Carrier. Broker shall be entitled to either pay directly to the customers, clients, consignors/consignees the amount claimed as due by them and withheld from Carrier's freight charges or deposit the disputed amount into court, at Broker's sole discretion. This provision shall survive the termination of this Agreement.

5. Distinct Needs of Broker. The transportation services provided by Carrier specified herein are designed to meet the distinct needs of Broker. These include a need for confidential unpublished rates due to competition, flexibility in day-to-day rate making due to market fluctuations, and the flexibility to utilize Carrier's equipment due to fluctuations of Broker's clients or customers volume shipments on a daily basis.

6. Retaining of Broker. Carrier hereby retains the services of Broker as its agent for the solicitation and dispatch of freight available for transportation by motor vehicle with full power and authority to act in Carrier's behalf for the sole purpose of securing freight and accepting payment for transportation. Carrier authorizes Broker to invoice shipper, receiver, consignor or consignee for freight charges as an agent for and on behalf of Carrier. Broker is authorized and empowered to keep any amount over the charges agreed to with the Carrier as its commission and fee. Payment for the freight charges to Broker shall relieve shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment charges.

7. Carrier's Obligations. Carrier agrees that:

a. It will provide all necessary facilities, equipment, properly licensed drivers and personnel to perform its services in a safe and efficient manner. Carrier shall have sole and exclusive control over the manner in which Carrier and its employees or contractors perform any transportation service under this Agreement;

b. In the event that Carrier shall trip lease equipment and drivers from other carriers not parties to this Agreement, Carrier agrees to specify in any such lease that such action by Carrier shall create no right of action by any such lessor against either Broker, third parties represented by Broker and/or consignor/consignee of shipments moving under this Agreement;

c. All freight tendered to carrier through the Broker shall be transported on equipment operated only under the authority of Carrier and the Carrier shall not in any manner subcontract, broker, or in any other form arrange for the freight to be transported by a third party without the specific written consent of Broker;

d. Carrier shall, on each movement, issue a uniform (standard) Bill of Lading and the traffic shall move under the terms and conditions of the Bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims.

e. Carrier shall be responsible for the proper loading and securing of cargo. Carrier shall ensure that all persons operating powered industrial trucks are properly trained and certified in accordance with OSHA standards.

8. Insurance. Carrier agrees to maintain at its cost the insurance coverage set forth below at all times during the term of this Agreement:

a. Cargo - One Hundred Thousand Dollars (\$100,000.00) minimum, with a higher amount if necessary to provide full coverage for the shipment, with the Broker named as an additional insured and providing for at least ten (10) days' notice of cancellation;

b. Comprehensive General Liability - One Million Dollars (\$1,000,000.00), with the Broker named as an additional insured and providing for at least ten (10) days' notice of cancellation;

c. Automobile Bodily Injury and Property Damage Insurance - One Million Dollars (\$1,000,000.00), with the Broker named as an additional insured and providing for at least ten (10) days' notice of cancellation; and

d. Workers Compensation Insurance as required by the laws of the states in which the transportation services shall be required. Broker, or any party represented by Broker, shall not have any responsibility to either defend any workers compensation claim which may arise due to Carrier's operations under this Agreement or to pay any awards resulting from such claims.

9. Taxes and Insurance. Carrier agrees to assume all responsibility for, and shall pay, state and federal taxes and insurance (including, but not limited to, workers compensation, unemployment compensation, disability, old age pension and Social Security insurance) and any other similar financial obligations arising out of transportation under this Agreement.

10. Assumption of Liability and Indemnification. Carrier assumes all liability for loss, damage, injury or delay as is assumed by an interstate motor common carrier. Carrier shall be liable for damage to or loss arising out of any lading transported under this Agreement, or any other agreement between Broker and Carrier, which are receipted for by Carrier or its agent as being received in good order and condition. Such liability shall begin at the time freight is accepted by Carrier and shall continue until said freight is delivered to the designated consignee at the required destination. Liability shall be for the full value of the item which shall be understood to mean the replacement cost of the lost or damaged items(s).

Carrier shall indemnify and hold harmless Broker and parties who Broker represents and consignors/consignees of shipments moving under this Agreement, or any other agreement between Broker and Carrier, without limitation, from and against all costs, including attorney fees and all loss, damage, fines, expense, actions and claims of any party where such costs, losses, damage, fines, expenses, actions or claims arise or allegedly arise from the acts or omissions of Carrier. Carrier agrees, without limitation, that it shall provide counsel approved by Broker to defend any and all actions or claims asserted against Broker, parties represented by Broker and/or consignors/consignees of shipments and arising out of or related to this Agreement, or any other agreement between Broker and Carrier. Carrier agrees to pay all claims, judgments, attorney fees and costs of any litigation brought against Broker, parties represented by Broker and/or consignors/consignees of shipments moving under this Agreement, or any other agreement between Broker and Carrier. This provision shall survive the termination of this Agreement.

11. Confidentiality. Neither party shall divulge to any third party the terms of this Agreement nor any proprietary information derived in the course of performance of this Agreement.

12. Non-solicitation. Carrier agrees not to solicit any customer that it comes in contact with as a result of Broker's efforts and in the event Carrier does solicit and transport freight for such customer, Carrier will pay Broker 15% of all gross revenue for a period of 18 months as liquidated damages sustained by Broker and not as a penalty or forfeiture, it being expressly agreed that damages to be suffered by Broker in the event of such action by Carrier are difficult to ascertain.

13. Waiver of Jurisdiction and Venue. Carrier agrees that this Agreement subjects it to the jurisdiction of the courts of the State of Montana and hereby waives any objection to the jurisdiction of the Courts of Montana. Carrier further agrees that the venue for any action arising out of this Agreement shall be Yellowstone County, Montana.

14. Controlling Law. This Agreement shall be controlled and governed by the laws of the State of Montana.

15. Attorney Fees. In the event that a dispute arises between the parties to this Agreement, the prevailing party in any action, including appeals, to enforce or interpret the provisions of this Agreement, including indemnification provisions, shall be entitled to recover costs, reasonable attorney fees and paralegal fees.

16. Relationship. The relationship of the parties shall be at all times that of an independent contractor, except that Broker shall be the agent of Carrier for the sole purpose of collection of charges.

17. Severability. In the event that any provision of this Agreement is void, invalid or unenforceable under any federal, state or local law, regulation or ordinance, the remainder of the contract shall remain in effect and binding on the parties.

18. Further Assurance and Maintenance of Records. The parties shall execute and deliver such additional documents as are necessary or convenient to perform this Agreement. Copies of this Agreement, any amendments and any and all other written notices between the parties shall be maintained by each party during the term of this Agreement and for at least three years thereafter.

19. Corporate Approval. The Broker and Carrier represent and warrant that the person executing this Agreement and any associated addendum is authorized to act on their behalf and that all necessary corporate approval has been obtained.

20. Modification. The terms of this Agreement shall not be modified except by a written agreement executed by both parties.

21. Counterparts and Facsimile Signatures. This Agreement, and any associated addenda or exhibits, may be executed in counterparts. A facsimile signature shall be as effective as an original. All original signature pages shall be retained by the Broker and Carrier agrees to mail to Broker its original signature page in a timely manner.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed by their duly authorized representatives on the day and year first above written.

**BROKER:**

**CARRIER:**

WHITEWOOD TRANSPORT, INC.

\_\_\_\_\_

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

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

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

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

**EXHIBIT B**

Unless otherwise specified by written confirmation in Exhibit A, all rates for freight of all kinds, shipped between all points will be paid at a rate of \$1.15 per mile. Miles will be calculated by Whitewood Transport using PC Miler.

PM-25  
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

LICENSE

**SERVICE DATE**

No. MC 175397 (Sub 3)

JUN 22 1987

WHITEWOOD TRANSPORTATION INC.  
MISSOULA, MT

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

NORETA R. MCGEE,  
Secretary.

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Highway Administration, 400 7th St., SW, Washington, DC 20590.

B. M. C. 85  
(10/98)

Approved by OMB  
2125-0570  
Expires: 11/30/2001

FILER FHWA  
ACCOUNT NO. \_\_\_\_\_

License No.  
MC- \_\_\_\_\_

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906  
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Whitewood Transportation, Inc  
*(Broker)*  
of 1148 First Ave N #208 Billings MT 59101  
*(Street) (City) (State) (Zip code)*

as TRUSTOR (hereinafter called Trustor), and First Interstate Bank  
*(Name of Trustee)*

a financial institution created and existing under the laws of Montana  
*(State or District of Columbia)*

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U. S. C 13906(b), and the rules and regulations of the Federal Highway Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
- In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
- Trustee shall immediately give written notice to the FHWA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FHWA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FHWA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FHWA upon request.

12. This agreement shall be governed by the laws in the State of Montana, to the extent not inconsistent with the rules and regulations of the FHWA.

This trust fund agreement is effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 31 day of October, 2000.

TRUSTOR  
Name Whitewood Transportation Inc  
[SEAL]  
Address 1148 First Ave N #208  
Billings, Mt 59101  
Telephone No. 406-245-8030

TRUSTEE  
Name First Interstate Bank  
Address 2501 Central Ave  
Billings, Mt 59102  
Telephone No. 406-255-6105

By [Signature]  
(Signature and Title)  
Witness [Signature]

By [Signature]  
(Signature and Title)  
Witness [Signature]

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FHWA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FHWA.

\_\_\_\_\_ DATE SIGNED

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR

Form **W-9**  
(Rev. January 2003)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	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"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Whitewood Transport, Inc. P.O. Box 30553 Billings, MT 59107
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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. person (including a U.S. resident alien).

**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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### 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.

**U.S. person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient 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 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.