

# SUBCONTRACTOR DOCUMENTATION PACKET

At Holt, we value the contribution that each of our Subcontractors make in providing quality goods and services to our customers. To ensure that all our Subcontractors meet our customer's standards, we require that all subcontractors provide us with all the forms contained in this packet. It is vital that all the information and documents are completed and submitted prior to beginning any work. We will not be able to pay you until we have received all the required documents.

The checklist below is a summary of all the required documents:

- 1. <u>Subcontractor Information Sheet</u> Provide basic information about your company
- 2. <u>Subcontract Agreement</u> This is the contract that details all the terms and conditions under which we will work together. Please sign and initial each page.
- 3. <u>Certificate of Insurance A copy of your Certificate of Insurance for General</u> Liability and Workers Compensation listing Holt Property Services, Inc as additional insured.
- 4. **Form W-9** Provide Holt with your taxpayer identification number.
- 5. **Invoice Submission Guidelines & Acknowledgement** Ensures that you understand the minimum requirements when sending us your invoices.

The following pages contain all the documents required to be a Subcontractor of Holt Construction Group.

We thank you in advance for providing us with these documents. If you have any questions, please let us know. We look forward to working with you.



# SUBCONTRACTOR INFORMATION SHEET

COMPANY INFORMATION	ON PRIMARY & BILLING CONTACT INFORMATION
CompanyName:	Primary Contact Name:
Remit to Address:	Primary Contact Title:
	Primary Contact Phone:
Shipping Address:	Primary Contact Email:
	Billing Contact Name:
Company Phone:	Billing Contact Phone:
Company Fax:	Billing Contact Email:
Email Address:	
Business Type (Please Circle One):	Sole Proprietor / LLC / Corporation / Other
Business Description or Trade (What	at services will you provide?)
Contractor's License# (If Applica	able)
How did you hear of HOLT?	Were you referred by anyone?
	Holt Construction Group 8846 E. 33 <sup>rd</sup> Street, Indianapolis, IN 46226
	Phone 317-898-9002 • Fax 317-898-9085



## **Sub-Contractor Agreement**

This Agreement is a binding contract, which will serve as a blanket agreement for and between Holt Construction Group, herein known as Contractor, and the undersigned referred to hereafter as Subcontractor. By signing, Subcontractor and Contractor agree to the terms set forth herein. This agreement shall remain in force from the date hereof and from year to year unless a change is agreed to in writing by both Contractor and Subcontractor. The parties agree to the following:

**1.GENERAL PERFORMANCE** All Work of the Subcontractor will be performed in a good and workmanlike manner in accordance with the plans and specifications for each job and must comply with all Federal and State laws, codes and regulations and all county and/or municipal ordinances and regulations effective where the work is to be performed under this contract. All permits, fees, taxes, and expenses connected with such compliance are to be paid by the Subcontractor.

**2.INDEPENDENT CONTRACTOR** The Contractor and Subcontractor agree that the Subcontractor is being hired solely as an Independent Contractor and that neither the Subcontractor, nor his employees shall be deemed to be employees of the Contractor.

**3. TIME** The Subcontractor agrees to promptly begin work as soon as notified by the Contractor, and to complete the work in a professional and workmanlike manner within a reasonable period of time once work is commenced and in any event by the deadlines established by the Contractor in writing. Subcontractor shall cooperate with other trades who are also on the jobsite so that each reasonably may complete their respective work within the required time frames and Subcontractor shall in any event complete Subcontractor's work within a time that will allow any other trade whose work depends on the completion of Subcontractor's work to also timely complete its work. At all times, Subcontractor shall provide competent supervision, enough skilled workers, and adequate materials to maintain Contractor's work schedule. Subcontractor warrants to Contractor. If Contractor determines that Subcontractor shall advise Subcontractor, and ifSubcontractor does not correct such defects or errors on Contractor's timetable, Contractor shall advise Subcontractor, and ifSubcontractor does not correct such defects or errors the cost of such corrections.

**4.EXTRAS** No deviations from the work specified in the contract will be permitted or paid for unless a written extra work or change order is first agreed upon and signed as required.

**5.** AS**SIGNMENT** No assignment of this subcontract agreement by Subcontractor is permitted without prior written permission from the Contractor.



6. HOLD HARMLESS The Subcontractor agrees to protect, defend and indemnify the Contractor against and hold the Contractor harmless for any and all claims, demands, liabilities, losses, expenses, suits and actions (including attorney's fees) for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have risen) out of or in connection with the work covered by this subcontract even though such injury, death, or damage may be (or may be alleged to be) attributable in part to negligence or other fault on the part of the Contractor or his officers, agents or employees. If Contractor reasonably believes that Subcontractor will or has caused a claim to be made or a lien to be filed against Contractor's Property, Contractor may retain any and all monies due Subcontractor and make such payment to Subcontractor and claimant jointly. The obligation of the Subcontractor to indemnify and hold the Contractor harmless shall not be enforceable if and only if it be determined by arbitration of judicial proceeding that the injury, death, or damages complained or was attributable solely to the fault or negligence of the Contractor or his officers, agents, or employees and not in any manner or in any part attributable to the Subcontractor. The Subcontractor agrees to reimburse the Contractor for all sums which the Contractor may pay or be compelled to pay in settlement of any claim hereunder, including any claim under the provisions of any workmen's compensation law or any plan for employees' benefits which the Contractor may adopt. The Contractor shall be entitled to withhold from payment otherwise due pursuant to this subcontract such amount or amounts as may be reasonably necessary to protect it against liability for any personal injury, death or property damage resulting from the performance of the work hereunder. In addition, Subcontractor agrees to indemnify, defend and hold harmless Contractor, its officers shareholders, employees, directors and agents from and against any and all losses, liabilities, expenses (including court costs and attorneys' fees) and claims for damage of any nature whatsoever, whether known or unknown as though expressly described herein, which Contractor may incur, suffer, become liable for, or which may be asserted or claimed against Contractor as a result of actual or alleged acts, errors or omissions of Subcontractor, or any claims whatsoever arising out of actual or alleged violations of Wage and Hour Jaws, EEOC laws, tort law, The Family and Medical Leave Act, The American's with Disabilities Act, Title VII of the Civil Rights Act or the National Labor Relations Act by the Subcontractor.

**7.MECHANICS LIEN** Subcontractor shall furnish all partial and final lien waivers (waivers refer to the instruments executed by reason of payment or waiver of payment) and release, for Subcontractor and for all Subcontractor's material men and suppliers in a form satisfactory and acceptable to Contractor as a condition precedent to partial and final payments to Subcontractor hereunder, as may be required by Contractor. If any lien or other encumbrance or any claim of the nonpayment of labor, materials or supplies furnished to Subcontractor is asserted, claimed or filed against Contractor's property arising out of the contract or said work hereunder, notwithstanding the furnishing of said lien waivers or sworn statements by Subcontractor on the making of any said payments to Subcontractor, the Subcontractor shall protect, indemnify, hold harmless and defend the Contractor, and its successors an assigns, from and against all such liens and encumbrances and all costs, fee, loss, damage and expenses (including, but not limit to attorney's fees and litigation expenses) in connection therewith. Any such assertion or claim may be treated by Contractor as default of the contract or on behalf of itself may act as it deems necessary to mitigate its damages and charge the cost and expense thereof to Subcontractor.

**& CLEAN-UP** Subcontractor agrees to clean up all debris, trash, and refuse generated by his own trade at the end of each day, and shall clean all walls, floors and other finished surfaces soiled as a result of his trade. Subcontractor



further agrees to deposit into trash bin or haul away all boxes, crates, or containers that may have been used to bring materials or fixtures to the job site. Subcontractor agrees to leave the job broom clean for the next trade. In the event the Subcontractor fails to comply with the above after receiving the proper notice of the problem and the opportunity to correct it, Contractor may back charge the Subcontractor for the cost of the debris removal and clean up. The subcontractor should report the Contractor if the job has not been cleaned within acceptable practices by the prior Subcontractor.

**9.DEFAULT** If Subcontractor shall default in the performance of any of his duties or obligations hereunder, and such default shall continue after verbal or written notice, Contractor may immediately terminate this Agreement. Subcontractor shall be due only such sums for approved work up until termination and shall furnish lien waivers to Contractor upon termination and payment.

**10. CARE OF MATERIALS** Subcontractor agrees to be diligent in the proper care of materials supplied by Contractor. All usable materials are to be stored in an orderly way that protects them from wind, moisture, and provides general site safety. All non-usable materials are to be culled and properly disposed of in trash bins provided. Contractor may at its discretion hold Subcontractor accountable for value of materials damaged by negligent Subcontractor care. Contractor may back charge the Subcontractor for the cost of materials, deemed by Contractor to be damaged by negligent Subcontractor care. Subcontractor promptly shall notify Contractor of any defects in any materials supplied by Contractor.

**11. INVOICES** Subcontractor shall submit by email, fax, or hand delivery to office all invoices for payment within 10 days of providing the goods or services. All invoices must include a valid job name and address supplied by the Contractor. Invoices may be emailed to the following email address: apholt@holtconstruction.com. Subcontractor invoices not meeting these requirements will not be paid.

**12. PAYMENT** Contractor shall provide stated time frames for Subcontractor to submit invoices for the work performed. Unless otherwise specified, invoices must be submitted by noon on Monday to be considered for approval and payment by the following Friday. Invoices not received by the stated time will be processed and paid in the next pay period. Invoices in question will be held in their entirety until the disputed charge is resolved. Payment for a disputed charge may be held from the Subcontractor's total payment regardless of the specific project in dispute.

**13**. **INSURANCE** Subcontractor shall provide Contractor at the time of the signing of this agreement with a Certificate of Insurance, showing the following insurance during the period of the contract and to provide evidence of such insurance when requested. Before any of the work hereunder is started the Subcontractor, at its own cost and expense, shall provide and maintain during the performance of its work hereunder, insurance as described below.

- a) Workers' Compensation insurance prescribed by applicable state Workers' Compensation acts.
- b) Employers' Liability insurance to include a minimum of \$500,000 limit per employee, per accident and \$500,000 in the aggregate.



- c) Commercial General Liability insurance on an occurrence basis with a minimum \$1,000,000 per occurrence limit for bodily injury, property damage, personal and advertising injury; \$1,000,000 aggregate limit for products/completed operations; and a \$1,000,000 general aggregate limit on a per project basis. This Commercial General Liability insurance to include coverage for the hazards of Contractual Liability and Broad Form Property Damage.
- d) Business Automobile Liability insurance including comprehensive third-party coverage for injury (including death) or property damage with a minimum combined single limit of \$500,000 per occurrence including coverage for owned, on-owned and hired vehicles.
- e) Wherever policies provide for "claims made coverage", the insured will, for a period of five years after completing all work, provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated "Policy Number," in addition to the policy number, there should be a note "claims made retroactive date /\_\_/\_\_" (with the date inserted).
- f) All insurance policies maintained shall name Holt Property Services, Inc., as Additional Insured on a primary and non-contributory basis (exception of Workers Compensation).
- g) Prior to the commencement of work hereunder, Contractor shall deliver to Holt Construction Group., Certificates of Insurance evidencing the above coverage. Upon request, Contractor shall furnish to Holt for its examination copies of the above policies. The Certificate of Insurance shall provide that the said insurance shall not be canceled, terminated, or materially altered without at least thirty (30) days prior notice to Holt.
  - a. If the Contractor is to perform a Professional Service, the following additional coverage is required.
- h) Professional Liability insurance all on a claim made basis with minimum limits of \$1,000,000 per claim and
  - a. \$2,000,000 aggregate for all operations conducted.
  - b. In the event the Contractor's efforts involve a Pollution Liability exposure, the following additional coverage is required.
- i) Pollution Liability insurance all on a claim made basis with minimum limits of \$1,000,000 per claim and
  - a. \$2,000,000 aggregate for all operations conducted. Where the Contractor performs and also utilizes the efforts of subcontractors, insurance coverage must provide a Pollution Liability Policy with a Contractor's Endorsement, which extends coverage to its subcontractors.

14 HEALTH AND SAFETY Subcontractor agrees to exercise all precautions necessary to prevent accidents to himself, his workers, and all others. If applicable Subcontractor shall supply at his own expense all protective eyewear, ear protection, head protection, etc. to his workers. The Subcontractor will at his own expense comply with all specific health and safety requirements of the Federal Occupational Safety and Health Act, and any other applicable authority. The Subcontractor also agrees to defend at his own expense and be responsible for penalties of any nature assessed by such agencies for non-compliance by himself or his employees or agents. Subcontractor agrees that he and all his employees have undergone proper safety training and have been properly trained and educated with regard any hazardous material used in conjunction with the trade as required by the State or Federal law or as mutually agreed to by both parties. Any hazardous materials, containers, or waste shall not be left on the job by the Subcontractor and shall be removed from the job site and disposed of properly at the Subcontractor's own expense. Subcontractor agrees that NO SMOKING is permitted on any jobsite. A \$25.00 fine per incident will be imposed on the Subcontractor for violating the No Smoking policy.



**15 CONDUCT** Subcontractor agrees that he, employees, and agents of the subcontractor shall always conduct themselves in a professional manner. Subcontractor further agrees, himself, employees and agents shall not use or be under the influence of alcoholic beverages or drugs on the job site. Subcontractor agrees that in the event of any kind of accident on the job site where subcontractor or employees and/or agents of the subcontractor are present, any or all present will submit to drug testing under the Contractor's drug policy, which is on file at its office.

**1. 16. ARBITRATION** It is hereby agreed that should any dispute arise respecting the provisions of this Agreement or of the true meaning of the Drawings or Specifications it shall be decided by binding arbitration and said arbitration shall be the sole remedy for dispute resolution. Such arbitration shall be administered by three disinterested parties, one of which arbitrator shall be selected by Subcontractor, one by Contractor, and the third shall be selected by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures. The decision of a majority of said arbitrators shall be binding, final and conclusive upon the parties hereto. The expense of such arbitration is to be borne equally by Contractor and Subcontractor.

**17.WARRANTY** Subcontractor shall warrant against any defects in workmanship and/or materials which were supplied by subcontractor for a period of one year.

Subcontractor	Holt Property Services, Inc.
Ву:	Ву:
Title:	Title:
Date:	Date:



## SUBCONTRACTOR INSURANCE REQUIRMENTS

Prior to starting any work, we require that you have submitted a CERTIFICATE OF INSURANCE (COI) that meets the following minimum criteria:

Employers' Liability insurance to include a minimum of \$500,000 limit per employee, per accident and \$500,000 in the aggregate.

Commercial General Liability insurance on an occurrence basis with a minimum \$1,000,000 per occurrence limit for bodily injury, property damage, personal and advertising injury; \$1,000,000 aggregate limit for products/completed operations; and a \$1,000,000 general aggregate limit on a per project basis. This Commercial General Liability insurance to include coverage for the hazards of Contractual Liability and Broad Form Property Damage.

Business Automobile Liability insurance including comprehensive third-party coverage for injury (including death) or property damage with a minimum combined single limit of \$500,000 per occurrence including coverage for owned, non-owned, and hired vehicles.

If the Contractor is to perform a Professional Service, the following additional coverage is required.

Professional Liability insurance all on a claim made basis with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate for all operations conducted.

In the event the Contractor's efforts involve a Pollution Liability exposure, the following additional coverage is required.

Pollution Liability insurance all on a claim made basis with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate for all operations conducted. Where the Contractor performs and utilizes the efforts of subcontractors, insurance coverage must provide a Pollution Liability Policy with a Contractor's Endorsement, which extends coverage to its subcontractors.

All insurance policies maintained shall name Holt Property Services, Inc., as Additional Insured on a primary and non-contributory basis (exception of Workers Compensation).



#### Subcontractor Dress Code

What we wear to work reflects the pride we have in our Company and a pride in what we do. To favorably impress our customers, members of the public and industry representatives, it is important for all subcontractors to present a businesslike appearance. For this reason, Holt Construction Group will provide t-shirts to each at no cost to the individual. Please contact a Holt Construction representative for these items. Here are some general guidelines on appearance/dress:

Hats: If you choose to wear a hat on the job, it shall have no writing or images of an offensive manor.

**Shirts**: Individuals with Holt logoed t-shirts are responsible to keep your "Holt" shirt in clean condition. You are required not to "modify" the shirt. Non-Holt shirts are expected to be clean and hole/rip free. No tank tops. Shirts will be worn at all times. No exceptions! The shirt should also contain no writing or images of an offensive manor.

**Pants**: Blue jeans or other work type pants are allowed. Blue jean or "khaki" type shorts will also be allowed during the summer. Again, pants/shorts need to be clean and hole/rip free.

**Outer Garments**: In effort to remain warm, you can and will wear outer garments of your choice. Please exercise good judgment in your selection of bib over-all's, sweatshirts etc. This garment should also contain no writing or images of an offensive manor.

**Grooming**: Hair, mustaches and beards must be neat and clean.

**Shoes**: All are expected to wear work boots. Some situations would deem tennis shoes acceptable.

**Purchasing Options**: If you are interested in purchasing items such as hats, sweatshirts, and/or jackets, please see your account manager for ordering. We will extend our discounted pricing to all.

In each of the above categories, if a Holt representative deems the item offensive or not in compliance, you will be asked to remove the item and/or leave the job site until the situation is corrected. No exceptions!

In everything we do, our appearance speaks volumes about ourselves. Not just the individual, but the company we represent. Why not put our best foot forward and look professional?



### SUBCONTRACTOR INVOICE SUBMISSION GUIDELINES

Generally speaking, Holt pays subcontractor invoices within 7 to 10 days. This is the nature of the industry and customers that we serve, Multi-Family Property Owners and Management Companies. We do not make our subcontractors wait for payment until we are paid, like some others do. However, to facilitate timely payment of your invoices we require that your invoices meet the following minimum standards:

INVOICE DETAIL- Each invoice must include the following information:

- Subcontractor Name as it appears on the W-9.
- Document must be clearly labelled "Invoice".
- "Remit To" address. (Where you would like us to send your payment)
- Invoice Date, Invoice Number, and *Address where work was performed* must be clearly indicated on the invoice.
- A Detailed Description of the charges must include unit # and/or area where work was completed with detail of work performed including measurements and rates.

INVOICE SUBMISSION – All Invoices must be received within 10 Days of completing your work. We strongly encourage you to send your invoices to us in one of the following ways:

- EMAIL to: apholt@holtconstruction.com
- FAX to: (317) 898-9085

If you are unable to email or fax your invoice, then your invoice may be mailed, or hand delivered to:

Holt Construction Group. 8846 E 33rd Street Indianapolis, IN 46226

In any case, until your invoice meets all requirements above, your invoice will not be paid.

SUBCONTRACTOR ACKNOWLEDGEMENT (Please return this form with all other required forms)

Signed by:

Print Name:
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Date: \_\_\_\_\_

### Subcontractor Release and Waiver of Liability Form

This Release and Waiver of Liability (the "release") executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_\_ ("Subcontractor") release the <u>Holt Construction</u> <u>Group</u> and each of its successors, assigns, libraries, directors, officers, employees, agents and Subcontractors. Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Subcontractor desires to provide services to Holt Construction Group and engage in activities related to such service.

Subcontractor understands that he/she is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of services provided to Holt Construction Group.

- 1. <u>Waiver and Release</u>: I, the Subcontractor, for myself and my heirs, executors, administrators and assigns, hereby release, waive, discharge and hold harmless, Holt Construction Group and its successors, assigns, libraries, directors, officers, employees and agents from any and all liability, claim and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to Holt Construction Group. I understand and acknowledge that this Release discharges Holt Construction Group from any liability or claim that I may have against Holt Construction Group with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the services I provide to Holt Construction Group or occurring while I am providing services.
- 2. <u>Insurance</u>: Further, I understand that Holt Construction Group does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, workers compensation, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of Holt Construction Group beyond what may be offered freely by Holt Construction Group in the event of injury or medical expenses incurred by me.
- 3. <u>Medical Treatment</u>: I hereby release and forever discharge Holt Construction Group from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a Subcontractor with Holt Construction Group.
- 4. <u>Assumption of Risk</u>: I understand that the services I provide to Holt Construction Group may include activities that may be hazardous. As a Subcontractor, I hereby expressly assume risk of injury or harm from these activities and release Holt Construction Group from all liability.
- 5. <u>Other</u>: As a Subcontractor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana and that this Release shall be governed by and interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature

Date

Company Name

Date

Witness

### Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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 e 4 Exemptions (codes apply only to 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the on page following seven boxes. certain entities, not individuals; see instructions on page 3): C Corporation S Corporation Partnership Trust/estate Individual/sole proprietor or Specific Instructions single-member LLC Exempt payee code (if any) Print or type. Imited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check Exemption from FATCA reporting LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is code (if any) another LLC that is not 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. (Applies to accounts maintained outside the U.S.) Other (see instructions) > 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional) See 6 City, state, and ZIP code 7 List account number(s) here (optional) Part I Taxpayer Identification Number (TIN) Social security number 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. or

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.

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

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		
Here	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.

#### 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 taxpaver 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, including those from stocks or mutual funds)
- · Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

Employer identification number

- . 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.

Form 1099-INT (interest earned or paid)