



P.O. Box 497, 812 South Riverside, St. Clair, Mi 48079 P(810)637-9000 F(810)329-3107

**Terminal Locations:**

- Seneca, IL
- Lansing, MI
- Mc Bain, MI
- Lake City MI
- Prentice, WI
- Spencer WI
- Newton MS

**Dispatch Location:**

- St Clair, MI

Once you are set up as a carrier in our system, you will receive a email granting you access to our load board. Loads are posted continuously throughout the day from the above facilities for delivery to our customers. Most loads stay within the Midwest; however, we also have loads available out of the southern US for delivery into our facilities in MI, IL, and WI. In addition, Biewer Trading loads span lanes across the 48 continental US states.

- **MC # 572657**
- **DOT # 1589804**
- **Fed ID #20-5296503**

**Website:**

<http://www.biewerlumber.com/logistics>

**Contacts:**

- **Logistics Manager**
  - Jim Jurzysta  
Ph - (810) 561-5853  
[jjurzysta@biewerlogisticsllc.com](mailto:jjurzysta@biewerlogisticsllc.com)
- **Accounts Payable**
  - Caron Solecki  
Ph - (810) 561-5808  
[csolecki@biewerlogisticsllc.com](mailto:csolecki@biewerlogisticsllc.com)
  - Carrie Zobl  
Ph - (810) 561-5834  
[czobl@biewerlogisticsllc.com](mailto:czobl@biewerlogisticsllc.com)
- **Fleet Supervisor**
  - Phil Sprowl also Mc Bain, Lake City MI  
Ph - (810) 561-5830  
[psprowl@biewerlogisticsllc.com](mailto:psprowl@biewerlogisticsllc.com)
- **Dispatch Team**
  - Teresa Merchant / Newton MS  
Ph - (810) 561-5857  
[tmerchant@biewerlogisticsllc.com](mailto:tmerchant@biewerlogisticsllc.com)
  - Alex Walker / Biewer Trading & Southern Freight  
Ph - (810) 561-5855  
[awalker@biewerlogisticsllc.com](mailto:awalker@biewerlogisticsllc.com)
  - Matt Karas / Lansing MI  
Ph - (810) 561-5838  
[mkaras@biewerlogisticsllc.com](mailto:mkaras@biewerlogisticsllc.com)
  - Kaylee Gilberg /Prentice, Spencer WI  
Ph - (810) 561-5850  
[kgilberg@biewerlogisticsllc.com](mailto:kgilberg@biewerlogisticsllc.com)
- Kim Woodward / Seneca IL  
Ph - (810) 561-5856  
[kwoodward@biewerlogisticsllc.com](mailto:kwoodward@biewerlogisticsllc.com)



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**CARRIER PROFILE**

Please email this completed form along with the following documents to [dispatch@biewerlogisticsllc.com](mailto:dispatch@biewerlogisticsllc.com)

- Certificate of insurance showing Biewer Logistics LLC as certificate holder
  - \$1,000,000 Auto Liability
  - \$100,000 Cargo Liability
  - Verification of Workers' Compensation or a signed waiver
- Copy of the Carrier's Contract or Common Carrier Authority (company name must match on insurance certificate)
- Completed W9 Form
- Signed Biewer Logistics LLC Broker/Carrier Agreement

**COMPANY INFORMATION**

Carrier Name \_\_\_\_\_

Federal ID# \_\_\_\_\_ MC# \_\_\_\_\_ DOT# \_\_\_\_\_

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

Remit to Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ After Hours Phone \_\_\_\_\_

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

**EQUIPMENT**

Number: \_\_\_\_\_ Van \_\_\_\_\_ Flat \_\_\_\_\_ Flat w/side kits \_\_\_\_\_ Reefer  
\_\_\_\_\_ Curtainside Van \_\_\_\_\_ Hot Shots \_\_\_\_\_ Step Deck

Number of Drivers \_\_\_\_\_ Number of Power Units \_\_\_\_\_ Number of Trailers \_\_\_\_\_

Current Shipping Lanes: \_\_\_\_\_

# MEMORANDUM

TO: Carrier

FROM: Biewer Logistics, LLC

RE: PROCEDURE FOR CARRIER CONTRACT EXECUTION

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1. This packet should contain an **Insurance Requirements Memorandum**, a **Carriage Contract**, a **Carrier Workers Compensation Acknowledgment and Waiver of Proof of Insurance Form**, a **Carrier Profile form**, and a **Sample Insurance Certificate**.
2. The **Insurance Requirements Memorandum** should be taken to your insurance agent to obtain correct coverage and the required insurance certificate. You can also provide your insurance agent with the **Sample Insurance Certificate** to help with the certificate request.
3. Biewer Logistics, LLC also requires submission of a W-9. You can obtain a **W-9 form** at <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.
4. The **Carrier Workers Compensation Acknowledgement and Waiver of Proof of Insurance Form** may or may not be required of you as a contract carrier, depending on the number of employees you employ and your state's workers compensation laws. If you do not know if workers compensation insurance is required, please consult your insurance agent, an attorney, or your state's Department of Labor. If you are required to have workers compensation insurance, then you must provide a certificate indicating coverage, but if you are not required to have insurance, then you must sign the **Carrier Workers Compensation Acknowledgement and Waiver of Proof of Insurance Form**.
5. The signed and dated **Carriage Contract**, the required insurance certificate, the **Carrier Profile form**, the **W-9 form**, and, if needed, the **Carrier Workers Compensation Acknowledgement and Waiver of Proof of Insurance Form**, must be returned to the address below.

Biewer Logistics, LLC  
Attn: Jim Jurzysta, Logistics Manager  
812 S Riverside Avenue  
St. Clair, MI 48079

6. Upon receipt of each completed contract packet, it will be reviewed to determine if all requirements have been met. Biewer Logistics, LLC will advise you if your submission has been approved or denied.

Thank you for your attention to this important matter.

# MEMORANDUM

**TO:** Carrier

**FROM:** Biewer Logistics, LLC.

**RE: CARRIER INSURANCE REQUIREMENTS**

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In an effort to aid you and your insurance agent in properly planning for and complying with the insurance requirements in the Biewer Logistics, LLC **Carriage Contract**, the following checklist has been included. CARRIER shall procure and maintain, at the sole cost of CARRIER, the following insurance with an A- or better rating using the A.M. Best Company ratings in not less than the amounts specified below. The required insurance shall cover the entire geographic scope in which the CARRIER will operate under this Contract.

- Truck Liability Insurance insuring CARRIER against liability resulting from accidents causing bodily, personal, and/or emotional injury or property damage to others in a combined single limit of not less than \$1,000,000 per occurrence. The Truck Liability Insurance is to include a MCS 90 or BMC 90 endorsement covering fuel spills and other pollution issues.
- Cargo Insurance, to include tarp endorsement, insuring CARRIER against liability for loss of or damage to commodities while in the custody, possession or control of CARRIER, in an amount not less than \$100,000 for each load;
- Workers Compensation Insurance, in accordance with the laws of the state in which the CARRIER operates, does business in, is based, and/or is incorporated or organized, insuring CARRIER against liability for injury to its employees while under the control and in the scope of employment of CARRIER. However if CARRIER is not required to carry such insurance, then a form entitled **CARRIER WORKERS COMPENSATION ACKNOWLEDGEMENT AND WAIVER OF PROOF OF INSURANCE FORM** must be signed by CARRIER each year when written insurance certificates are due to be furnished to Biewer Logistics, LLC.
- Each of the policies of insurance specified shall name Biewer Logistics, LLC as certificate holder and shall provide that (i) such insurance shall be primary with respect to all insured and (ii) such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured;
- CARRIER'S insurance policy shall provide for waiver of underwriters subrogation rights against Biewer Logistics, LLC, its directors, officers, employees, stockholders, subsidiaries and affiliates;
- Any deductible amounts under the foregoing policies shall be paid by CARRIER;
- CARRIER shall furnish Biewer Logistics, LLC written certificates from insurance carriers establishing that the said insurance has been procured and properly maintained. All such insurance policies and written certificates shall provide that in the event of cancellation or material modification thereof, CARRIER'S insurance company shall provide Biewer Logistics, LLC with written notice of such cancellation or modification at least 30 days prior to the effective date of such cancellation or modification. CARRIER'S liability shall be at full value for all shipments under CARRIER'S control, with the value being established by Biewer Logistics, LLC.



- Notwithstanding the foregoing, if CARRIER meets all applicable federal requirements, CARRIER may self-insure. CARRIER shall furnish Biewer Logistics, LLC with proof of self-insurance.

Certificates for all of the above types of insurance listed are required before you receive approval and may begin pulling loads. Biewer Logistics, LLC looks forward to working with you in the future.

## CARRIAGE CONTRACT

THIS CONTRACT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by and between \_\_\_\_\_ (hereinafter referred to as "CARRIER") and Biewer Logistics, LLC

WHEREAS, CARRIER holds authority from the I.C.C. or the Federal Motor Carrier Safety Administration under docket

MC- \_\_\_\_\_, and/or other appropriate State Commission to operate as a motor carrier transporting general commodities such as that dealt in by Biewer Logistics, LLC both intrastate and interstate;

WHEREAS, CARRIER desires to furnish motor carrier services through Biewer Logistics, LLC;

WHEREAS, Biewer Logistics, LLC desires to avail itself of motor carrier services from CARRIER

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. CARRIER shall follow, abide by, and adhere to any and all applicable local, state, and federal ordinances, rules, regulations, statutes, and laws, including but not limited to D.O.T. regulations.
2. Biewer Logistics, LLC has distinct needs, which will be met by CARRIER through its specialized motor carrier equipment and service system on a non-exclusive basis. Biewer Logistics, LLC from time to time may (but is under no obligation to) tender such freight, as agreed upon, to CARRIER and will pay compensation as agreed upon by CARRIER and Biewer Logistics, LLC for each shipment. There is no minimum volume of freight contemplated by this Agreement. Biewer Logistics, LLC is not restricted against tendering freight to other carriers nor is CARRIER restricted from performing transportation for third parties.
3. CARRIER shall procure and maintain, at the sole cost of CARRIER, the following insurance from insurance carriers (with an A- or better rating using the A.M. Best Company ratings) in not less than the amounts specified below. The required insurance shall cover the entire geographic scope in which the CARRIER will operate under this Contract.
  - (a) Truck Liability Insurance insuring CARRIER against liability resulting from accidents causing bodily, personal, and/or emotional injury or property damage to others in a combined single limit of not less than \$1,000,000 per occurrence. The Truck Liability Insurance is to include a MCS 90 or BMC 90 endorsement covering fuel spills and other pollution issues.
  - (b) Cargo Insurance, to include tarp endorsement, insuring CARRIER against liability for loss of or damage to commodities while in the custody, possession or control of CARRIER, in an amount not less than \$100,000 for each load;

- (c) Workers Compensation Insurance, in accordance with the laws of the state in which the CARRIER operates, does business in, is based, and/or is incorporated or organized, insuring CARRIER against liability for injury to its employees while under the control and in the scope of employment of CARRIER. However if CARRIER is not required to carry such insurance, then a form entitled CARRIER WORKERS COMPENSATION ACKNOWLEDGEMENT AND WAIVER OF PROOF OF INSURANCE FORM must be signed by CARRIER each year when written insurance certificates are furnished to Biewer Logistics, LLC.
  - (d) Each of the policies of insurance specified in this Section shall name Biewer Logistics, LLC as certificate holder and shall provide that (i) such insurance shall be primary with respect to all insured and (ii) such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured;
  - (e) CARRIER'S insurance policy shall provide for waiver of underwriters subrogation rights against Biewer Logistics, LLC, its directors, officers, employees, stockholders, subsidiaries and affiliates;
  - (f) Any deductible amounts under the foregoing policies shall be paid by CARRIER;
  - (g) CARRIER shall furnish Biewer Logistics, LLC written certificates from insurance carriers establishing that the said insurance has been procured and properly maintained. All such insurance policies and written certificates shall provide that in the event of cancellation or material modification thereof, CARRIER'S insurance company shall provide Biewer Logistics, LLC with written notice of such cancellation or modification at least 30 days prior to the effective date of such cancellation or modification. CARRIER'S liability shall be at full value for all shipments under CARRIER'S control, with the value being established by Biewer Logistics, LLC.
  - (h) Notwithstanding the foregoing, if CARRIER meets all applicable federal requirements, CARRIER may self-insure. CARRIER shall furnish Biewer Logistics, LLC with proof of self-insurance.
4. All shipments accepted for transportation under this Contract shall move on a uniform straight bill of lading and are subject to the terms and conditions thereof except to the extent they are inconsistent with the express terms of this Contract, in which event the terms of this Contract shall prevail. All payments for freight charges, loss and damage claims, and processing of undercharge and overcharge claims for services performed under this Contract shall be handled in accordance with and governed by the applicable motor carrier provisions of the I.C.C. Termination Act of 1995 and the Surface Transportation Board and Federal Motor Carrier Safety Administration regulations unless terms to the contrary are set out in this Contract expressly.

Further, CARRIER shall not withhold delivery of any freight due to any dispute with Biewer Logistics, LLC regarding freight charges or otherwise. CARRIER waives and releases all liens which it might otherwise have to any freight in its possession.

CARRIER also acknowledges and agrees that it will not drop a trailer other than at the designated business facilities designated by Biewer Logistics, LLC. CARRIER further agrees that in the event any loss of or damage to the cargo occurs as a result of its breach of this provision, then the CARRIER will indemnify Biewer Logistics, LLC and Biewer Logistics, LLC customer for any such loss or damage, including reasonable attorneys' fees.

5. Provided CARRIER is in compliance with the terms of this Contract, Biewer Logistics, LLC agrees to pay CARRIER within thirty (30) days of receipt of CARRIER'S freight bill, a copy of the signed bill of lading and completed proof of delivery, signed by the receiving party.
6. CARRIER agrees not to subcontract, broker, interline, or to use "substituted services" by rail or motor carrier, without the prior written consent of Biewer Logistics, LLC. If for any reason this is done, Carrier shall be liable to Biewer Logistics, LLC for any cargo loss, damage, or injury to the same extent as if CARRIER performed the service.
7. CARRIER operates under this Contract as an independent contractor, not as Biewer Logistics, LLC agent or employee. CARRIER'S employees and agents are subject to the control and direction of CARRIER unless otherwise specified herein. CARRIER shall be responsible for compliance with an and all federal, state, and local laws, ordinances or regulations regarding compensation, contributions, and taxes with respect to its employees. CARRIER hereby agrees to indemnify, defend and hold harmless Biewer Logistics, LLC, its affiliates and subsidiaries, from and against any and all claims and suits, including all defense costs, attorney's fees, and settlement or judgment expenses, associated with any employment-related matters of CARRIER.
8. CARRIER agrees to indemnify and hold harmless Biewer Logistics, LLC (and all affiliated and related entities), and Biewer Logistics, LLC (and all affiliated and related entities') employees, officers, directors, shareholders, or agents from any and all claims, losses, causes of action, damages, injuries, including loss of life, and attorney's fees, and from any violations of any regulations, statutes, ordinances, or laws of any jurisdiction arising from or in any way connected with the services provided by CARRIER under this Contract, from CARRIER'S failure to maintain insurance coverage as required in Section 3 hereof, and from CARRIER'S breach of any of the terms of this contract. CARRIER expressly authorizes Biewer Logistics, LLC to make deductions from amounts due to CARRIER to offset Biewer Logistics, LLC claims and losses.

The purchase of insurance and furnishing of certificates as required herein shall not in any way modify or limit CARRIER'S agreement to indemnify, defend, and hold Biewer Logistics, LLC harmless, as required in this Agreement. The terms of this Section shall survive the termination or expiration of this Contract.

9. In the event either party to this Contract seeks to enforce the terms of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable

attorneys' fees, court costs, and other costs of litigation, arbitration or settlement, and expenses.

10. Any notice required or permitted to be given under this Contract, unless otherwise indicated, shall be deemed sufficiently given if delivered by hand or sent by prepaid mail, registered or certified, return receipt requested to the addresses below:

Biewer Logistics, LLC  
ATTN: Jim Jurzysta, Logistics Manager  
812 S Riverside Avenue  
St. Clair, MI 48079

Carrier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Neither party may use the other's name, trademarks, or trade names, or those of its subsidiaries or affiliates, in any manner, especially advertising, without the other's prior written consent, which may be withheld in such party's sole discretion.
12. Any term or provision of this Contract that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Contract in any other jurisdiction.
13. The term of this Contract shall be one (1) year from the date first above written, and the Contract shall automatically renew each year for an additional year subject to the termination by either party, with or without cause, at any time (either during the initial term or any renewal period) upon thirty (30) days' prior written notice.
14. This Contract shall be governed by the laws of the State of Michigan, without regard to conflicts of law principles. Should a dispute arise with respect to this Contract, the parties agree that such dispute shall be resolved solely and exclusively in the Circuit Court of St. Clair County, Michigan, and the parties acknowledge and consent to personal jurisdiction and venue in such court.
15. This Contract constitutes the entire Contract between the parties and any statements or verbal agreements not included herein are of no force and effect. This Contract can be changed only by a written amendment executed by both parties. Any assignment of this Contract or the rights and privileges hereunder shall be void and without effect unless the party wishing to assign the Contract has obtained the other party's prior written permission.
16. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Both parties shall be considered the drafters of this Agreement, and the language, terms, provision, and conditions shall not be construed against either party.

IN WITNESS WHEREOF, Biewer Logistics, LLC and CARRIER hereby cause this Contract to be executed on the day and year first above written.

**Biewer Logistics, LLC**

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

Jim Jurzysta

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

Logistics Manager

**“Carrier”**

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

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



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### Driver Validation of Load & Carrier Responsibility Policy

To protect our carriers from cargo claims, we are reminding you of the following policy:

- All drivers are required to ensure that their load quantities match what is on their Delivery Ticket upon loading. In the event there is a discrepancy, driver must have Delivery Ticket corrected by loading facility prior to departing the yard.
- All drivers must inspect load to ensure units are damage free. If any units have visible damage, note on Delivery Ticket and have issue corrected by loading facility prior to departing the yard.
- In the event of a discrepancy at destination, carrier is to note on Delivery Ticket and **call the loading facility** to notifying them of issue before leaving the destination. (Contact information on top left of Delivery Ticket – if after business hours leave message).
- In the event damage occurs at customer site during unloading, driver is required to note on their Delivery Ticket and customers Delivery Ticket when, where and how the damage occurred.
- **Every Delivery Ticket number needs to be signed. Most delivery tickets that are handed in without a signature are from 1 stop with multiple tickets.**
- **Every Home Depot delivery requires a KEYREC number as well as a signature. Do not leave Home Depot without that 9 digit KEYREC number attached to your Delivery Ticket whether it's a sticker or handwritten. Also the same applies as above that every Delivery Ticket number must have it's own signature and KEYREC number. Most delivery tickets that are handed in without a signature and KEYREC number are from 1 stop with multiple tickets.**

If carrier fails to notify shipper of the discrepancy, note any damages on Delivery Ticket or if carrier signs for material not loaded on truck, carrier will be responsible for the full retail value of missing or damaged items.

**If carrier turns in a Delivery Tickets without a signature or missing a KEYREC number (Home Depot) payment will be delayed, and a \$50 processing fee will be charged. In the event that this information is not retrievable from Home Depot, a claim will be filed for the value of the product against your cargo insurance, as Home Depot will not pay for this product.**

Loading facility will provide the attached driver validation checklist for the driver to use to ensure their load is correct.

Please note that this policy is in effect to protect you the carrier from any cargo claims. If all steps are followed we can greatly reduce the number of incidents we have had in the past. Please sign and date below and email back to [dispatch@biewerlogisticsllc.com](mailto:dispatch@biewerlogisticsllc.com) prior to February 15, 2008. Carriers that do not sign and return this form, may be ineligible to take loads for Biewer Logistics



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Driver Validation of Load & Carrier Responsibility Policy Carrier Acknowledgement

I have read and understand the Driver Validation and Carrier Responsibility policy. I also understand that the driver's signature on the Delivery Ticket states they have verified and validated the quantities and physical condition of their load.

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Carrier (Print)

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Carrier Contact name (Print)

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Carrier Contact Name (Signature)

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Date



**CARRIER WORKERS COMPENSATION ACKNOWLEDGEMENT AND WAIVER OF PROOF OF INSURANCE FORM**

I attest, warrant, and acknowledge that I understand the Workers Compensation rules, regulations, and laws of the State of \_\_\_\_\_, and as a duly authorized signatory of \_\_\_\_\_ (Company Name), I attest, warrant, and acknowledge that \_\_\_\_\_ (Company Name) does not qualify or is not required to carry or maintain Workers Compensation insurance in the State of \_\_\_\_\_.

FURTHER, I/WE AGREE TO INFORM OR NOTIFY BIEWER LOGISTICS, LLC. WITHIN SEVEN (7) DAYS UPON SUCH TIME AS \_\_\_\_\_ (Company Name) MEETS THE REQUIREMENTS AND AM MANDATED TO PROVIDE AND CARRY WORKERS COMPENSATION INSURANCE. \_\_\_\_\_ (Company Name) shall provide proof of insurance by the 10<sup>th</sup> day after becoming obligated for such insurance.

By signing this acknowledgement and waiver of proof of insurance form, I/we understand that this does not create a new contract with Biewer Logistics, LLC. nor is it a modification or amendment of the current contract.

This document signed, sealed, and delivered the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Name: \_\_\_\_\_  
(Print)

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

**THIS DOCUMENT SHOULD ONLY BE SIGNED IF YOU DO NOT MEET THE REQUIREMENTS TO CARRY WORKERS COMPENSATION INSURANCE**

## 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.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	<b>2</b> Business name/disregarded entity name, if different from above					
	<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.		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<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	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
	<input type="checkbox"/> Other (see instructions) ▶ _____					
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)			
<b>6</b> City, state, and ZIP code						
<b>7</b> List account number(s) here (optional)						

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

### 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>	Signature of U.S. person ▶ _____	Date ▶ _____
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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-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.*