

## RECURRING SERVICE AGREEMENT

 1713 Lebanon Pike, Nashville, TN 37210 | 615-333-6300 | 615-832-0101 | [www.swc.net](http://www.swc.net)

<b>ACT #</b>	<b>CS No.</b>	<b>Cust No.</b>	<b>Job No.</b>
<b>Customer Information</b>			
<b>Secured Premises Address</b>		<b>Billing Address</b>	
Name: Ashland City Fire Station 1		Name: Town of Ashland City	
Street: North Main Street		Street: PO Box 36	
City: Ashland City	State: TN	Zip: 37015	City: Ashland City
			State: TN
			Zip: 37015
County: Cheatham		Billing Email: accounts payable@ashlandcitytn.gov	
Premises Type:		Phone 1: 615-792-4211	<input type="radio"/> Cell <input checked="" type="radio"/> Work
Landline Phone: 1. 2. <input type="checkbox"/> None		Phone 2:	<input type="radio"/> Cell <input type="radio"/> Work
<b>Recurring Services</b>			
	<b>Amount per Month</b>	<b>Notes</b>	
Basic Monitoring (Intrusion/Fire/Video)	60	Autocall with Cell Dialer	
Alarm.com or DMP Interactive Services			
Fire & Life Safety Inspections			
Preventative Maintenance Inspections			
Service Agreement			
Video Diagnostic Review Service			
Cloud Licensing/Data Plans		Customer to pay 1st month on credit card	
Managed Access Control		until monitoring contract approved by City.	
<b>Total Monthly</b>	<b>60</b>	Bill: <input checked="" type="radio"/> Quarterly <input type="radio"/> Annually	Amount: 720
<b>Agreement &amp; Authorization</b>			
<b>TERM AND RENEWAL:</b> The initial term of this Agreement is for three (3) years and shall automatically renew for successive terms of twelve (12) months unless terminated by written notice at least thirty (30) days before the end of the current term. By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.			
<b>Company</b>	<b>Customer</b>		
Submitted by: Jon Hines	Customer Signature		
South Western Communications (SWC)	Customer Name (PRINT)		
Approved By*: Authorized SWC Representative	Title (COMMERCIAL ONLY)		
	Date		

**DISPATCH INFORMATION**

 511 Fairground Court, Nashville, TN 37211 | 615-333-6300 | [www.actsecurity.net](http://www.actsecurity.net)

<b>ACT #</b>	<b>CS No.</b>	<b>Cust No.</b>	<b>Job No.</b>
<b>Customer Information</b>			
<b>Secured Premises Address</b>			
Name: <b>Ashland City Fire Station 1</b>		Account Type <input type="radio"/> Residential <input type="radio"/> Commercial <input checked="" type="radio"/> UL	
Street: <b>North Main Street</b>		Consultant	
City: <b>Ashland City</b>	State: <b>TN</b>	Zip: <b>37015</b>	Permit #
Nearest Cross Street:		Panel Type	
Subdivision:		Time Zone <input type="radio"/> ET <input checked="" type="radio"/> CT <input type="radio"/> MT <input type="radio"/> PT	
Landline Phone: 1.                      2. <input type="checkbox"/> None		Timer Test <input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly	
Email:		AC Failure <input type="radio"/> Normal <input type="radio"/> Critical	

<b>Password (enter 3 - 10 characters in spaces provided)</b>	
<b>Verbal Duress Code</b>	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

<b>Local Emergency Response List (Office Use Only)</b>		
<b>Police</b>	<b>Fire</b>	<b>Medical</b>
<b>Contact List</b>		
<b>Contact Names (in order of preference)</b>	<b>Email</b>	<b>Phone Number</b>
<b>1.</b>		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
<b>2.</b>		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
<b>3.</b>		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
<b>4.</b>		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
<b>5.</b>		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
<b>Notes (special instructions)</b>		

<b>Customer Authorization</b>	
<b>Customer Signature</b>	
<b>Date</b>	<b>Title (commercial only)</b>

## IMPORTANT TERMS AND CONDITIONS

**1. Definitions.** This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

**2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report.** Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

**3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal.** Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial three (3) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

**4. Increase in Charges.** Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

**5. LIMITATION OF LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

~~**6. INDEMNIFICATION AND SUBROGATION WAIVER.** IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, AND CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MONITORING, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE CANCELLATION, EXPIRATION OR BREACH OF THE AGREEMENT. THESE OBLIGATIONS OF CUSTOMER WILL APPLY IRRESPECTIVE OF CAUSE OR ORIGIN AND REGARDLESS OF WHETHER SUCH LAWSUIT OR OTHER CLAIM IS BASED UPON ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY, GROSS NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES.~~

**7. Additional Customer Duties, Responsibilities and Warranties.** It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System Company installs and the services the Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System,

especially when there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), or voice (or data) over the Internet ("VOIP") service, etc.; (D) regularly test the System, at least weekly, and whenever changes are made to telephone service for the Premises; and (E) immediately report any claimed inadequacy or failure of the System to the Company for repair service. Customer warrants that (i) the System and services specified in this Agreement are for Customer's own use and not for the benefit of any other party; (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize the Company to install such System.

**8. Takeover Systems.** If contracted to do so, Company will attempt to connect Customer's personally owned system which was not installed by Company ("Pre-existing System") to Company's monitoring center. Company will advise Customer of required repair or replacement costs, if any, in order to so connect Customer's Pre-existing System. If Customer declines to pay the necessary repair or replacement costs, Company may cancel this Agreement without any liability to Company whatsoever. If Customer's Pre-existing System is connect to Company's monitoring center, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of such Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Service" discussed in paragraph ten (10). If Company takes over rendering services to a Pre-existing System, in whole or in part from another alarm company, Customer has no expectation and Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call.

**9. Video Surveillance.** If Customer purchased video surveillance services ("Video Surveillance") then Customer agrees to: (A) use the video surveillance services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; © provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use broadband connectivity exclusively to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images.

**10. Interactive Services.** If Customer purchased interactive services, then Customer understands and agrees that this service is dependent on one or more forms of communication equipment or services personally owned or controlled by the Customer (including, but not limited to, computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable systems, or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Accordingly, Customer understands, acknowledges and agrees that the interactive services system is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, the interactive services system will be unable to receive data, transmit data, or otherwise function as intended and designed.

**11. Managed Access Control.** Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

**12. Timer Test.** Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component for the System or ensure that it is functioning properly and as intended; rather again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

**13. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc..

**14. Transmission of Data.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

**15. Customer Default; Company's Remedy.** Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within ten (10) days of when due; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with any of the other

terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, Company may do any or all of the following, with or without notice, without releasing Customer: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement; the parties further agree that Customer shall pay all court costs, collection fees and reasonable attorneys' fees if Company places this Agreement in the hands of an attorney for collection; (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements.

**16. Company's Default.** In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

**17. Company's Right to Cancel.** Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

**18. Assignability of Agreement; Company's Right to Use Subcontractors.** This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion, and without consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

**19. Consent to Record, Disclose And Use Contents of Communications.** Customer, as the authorized agent of Customer's family, guests, agents, servants, representatives and employees (individually and collectively), hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

**20. Subcontractors.** Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

**21. Binding Agreement; Amendments; General Legal Matters.** This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules. All claims, actions or proceedings against Company must be commenced in court within one (1) year from the date of the event that resulted in the personal injury, death, property loss, or damage, time is of the essence. The interpretation of this Agreement shall not be construed against the drafter. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer and Company waive any objection that it may have to jurisdiction or venue of any such suit, action or other legal proceeding. Customer and Company hereby waive any right to trial by jury in any suit, action or other legal proceeding brought by Customer or Company (whether based upon contract, negligence, or otherwise).

**22. License Numbers.** ACT Security, Inc. (SWC) TN Alarm # C-0357



4871 Rosebud Lane  
Newburgh, IN 47630  
Office (812) 477-6495  
Fax (812) 477-6465  
www.swc.net

**NAME & ADDRESS**

**Customer Information**

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

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax# \_\_\_\_\_

Federal ID# \_\_\_\_\_ County \_\_\_\_\_

DUNS# \_\_\_\_\_

Tax-Exempt? (check one) Yes ☐ No ☐ If yes, please attach a Sales and Use Tax Certificate of Exemption

Type of Business \_\_\_\_\_ In Business Since \_\_\_\_\_

Legal Form of Business (check one): Corporation ☐ Partner ☐ Individual ☐ LLC ☐ Sub S Corporation ☐

**PRINCIPAL OWNERS/OFFICERS**

Name \_\_\_\_\_ Title \_\_\_\_\_ Direct Phone # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Direct Phone # \_\_\_\_\_

**ACCOUNTS PAYABLE**

Name \_\_\_\_\_ Title \_\_\_\_\_ Direct Phone # \_\_\_\_\_

Email \_\_\_\_\_ Method of Payment ACH ☐ Check ☐ Credit Card ☐

**AUTHORIZED PURCHASERS**

Name \_\_\_\_\_ Title \_\_\_\_\_ Direct Phone # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Direct Phone # \_\_\_\_\_

Do you require Your Purchase Order Number(s) on our Shipping Tickets, Invoices, etc? Y \_\_\_\_\_ N \_\_\_\_\_

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended.

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

Printed Name \_\_\_\_\_ Title \_\_\_\_\_





4871 Rosebud Lane  
Newburgh, IN 47630  
Phone: 812.477.6495

## Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by calling our office at (812) 253-3234. This authorization will remain in effect until cancelled.

### Credit Card Information

Card Type: ☐ MasterCard ☐ VISA ☐ AMEX

Cardholder Name (as shown on card): \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date (mm/yy): \_\_\_\_\_

CVC (3 to 4-digit code on back of card): \_\_\_\_\_

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

Cardholder ZIP Code (from credit card billing address): \_\_\_\_\_

I, \_\_\_\_\_, authorize South Western Communications, Inc. to charge my credit card above for agreed upon purchases. I understand that my information will be saved for future transactions on my account.

Email address you would like for Credit Card receipt to be sent to: \_\_\_\_\_

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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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.*



By signing the filled-out form, you:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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 to Form W-9 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.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.