

Vendor & Sub-Contractor Packet

Hello and thank you for completing this document and joining our network of Vendors and Sub-Contractors.

Here at Paul Davis we are committed to fostering profitable long-term relationships with our Vendors & Sub-Contractors, and we're are excited to add yet another great partner.

Included in this Packet are all of the resources necessary to become fully compliant. Please reference to checklist on page 2 to help you in your preparation of the documentation.

When complete, please send all relevant documents to the Accounts Payable team at accountspayable@pauldavismn.com. You will receive a confirmation that we have received your documentation.

Your main accounting contact within Paul Davis will be the Accounts Payable Clerk, whom can be contacted via email at accountspayable@pauldavismn.com, and via phone at 651-243-0737. Your main contact on each project will be the Client Care Coordinator, whom can help you on any billing questions.

At Paul Davis, our motto is "There is no time for second best." This applies to our customers, our vendors, and our employees. Thank you for joining us in our mission to serve, and we look forwarding to working alongside you!

Best Regards,

Caleb Brunz



Head Coach & CEO
Paul Davis Restoration of MSP & The Northland



Packet Checklist

Vendors are defined in four categories. See below chart for required documentation.

- Sub-Contractor: You provide services for our clients under our direction
- Material Vendor: We only purchase materials from your business
- Disposal Vendor: Your company picks up and disposes of discarded materials
- Equipment Rental Vendor: We rent equipment from your company

Required For	Document	Notes	Complete?
Sub-Contractor	Paul Davis Sub-	Included blank agreement	
 Disposal 	Contractor Agreement	Below (Pages 4-9)	
Sub-Contractor	Payment Terms and	Listed on Page 11	
 Material 	Conditions		
 Disposal 			
 Equipment 			
 Sub-Contractor 	Banking and Billing	Listed on Page 12	
 Material 	Information		
 Disposal 			
 Equipment 			
Sub-Contractor	Employee Background	Details in bullet 13 of Sub-	
 Disposal 	Checks or Completed	Contractor Agreement,	
	Background Check	Background Check Waiver	
	Wavier	Option Blank Form on	
		Page 13	
Sub-Contractor	Tradesmen	Not required but helps our	
	Questionnaire	Project Managers know	
		what you can help on.	
- Carla Caratara et a u	Proof of General	Listed on page 17	
Sub-Contractor	Liability Insurance	Example COI listed on Page 18	
 Disposal 	(COI)	rage 16	
Sub-Contractor	Proof of Workers	Example COI on Page 18,	
• Disposal	Compensation	Blank COC for Sole	
Disposar	Insurance (COI) or	Proprietor of Single	
	Certificate of	Member LLC Businesses	
	Compliance	on page 19	
Sub-Contractor	W9	Included blank form	
 Material 		included in packet, pages	
 Disposal 		20-25	
Equipment			



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Blank W9	20-25



SUBCONTRACTOR AGREEMENT

This agreement, is made this day of	, 20	, by and between
Radiant Change Construction, LLC D/B/A PAUL DAVIS RESTOR	ORATION o	of Greater MSP
(hereinafter designated as "Contractor") and		
(name of company, hereinafter designated as "Subcontractor").		

Contractor and Subcontractor, in consideration of their mutual promises to each other hereinafter stated, and in consideration of the covenants, agreements, and conditions hereinafter contained and set forth, have agreed, and by these presents do agree as follows:

- 1. Contractor will offer Subcontractor work on a project-by-project basis and will issue to the Subcontractor a Purchase Order outlining the work to be performed for each project. If the Subcontractor accepts the offer, the Contractor will pay to the Subcontractor the sum shown on the Purchase Order for each job assigned. This sum to be designated as the "job cost." If the Subcontractor requires clarification of any item included in the Purchase Order, those inquiries should be sent to the employee of the Contractor who offered the work.
- 2. The Subcontractor agrees that it shall furnish necessary labor, materials, supplies, and equipment to satisfactorily complete the work described in the Purchase Order for each accepted job, and that it shall correct any work which is not performed in a good and workmanlike manner to the satisfaction of the property owner with whom the Contractor has a contract. The Subcontractor agrees to be solely responsible for the completion of the job according to specifications and for the work to be completed in a time frame acceptable to the Contractor and that it will ensure that all materials used on each accepted job shall be of good quality to adequately meet the intent and specification of the Purchase Order. The Subcontractor will make no changes on any job, agree to any additional work, or incur any additional expenses at the direction of the property owner or any party other than Contractor without the prior written approval of Contractor, and the Contractor shall not be liable for any labor, materials, expenses, services or other items which Subcontractor provides or agrees to provide without Contractor's prior written consent.
- 3. In most cases the Contractor will have used an insurance industry standardized estimating platform and will already have the scope of work negotiated before the Subcontractor is involved. Because of this, there will be a predetermined and agreed upon price for the subcontracted work that needs to be performed and Contractor will provide Subcontractor a Purchase Order that details what it is that Contractor is asking Subcontractor to do as well as the budget price for completing that work. In some instances, the Contractor will



ask the Subcontractor to provide an estimate. This will happen when the work is either a specialty item and cannot be estimated with insurance standardized estimating software, such as custom cabinetry or other specialty items, or to bid work for the customer that is outside of the insurance scope of work.

- 4. The Subcontractor will submit a detailed invoice to the Contractor after completion of all work and required inspections. Subcontractor invoices should contain the project name, the Purchase Order number, the project address, and the name of the employee of the Contractor who offered the job to the Subcontractor. Invoices should be submitted via email to accountspayable@pauldavismn.com or mailed to 475 Cleveland Avenue North Suite #322, Saint Paul MN 55104. Payments for Subcontractor invoices will be issued based on agreed upon Payment Terms and Conditions found later in this packet on page 11. **Terms begin upon receipt of the invoice** provided all work was complete at the time of receipt and the invoiced amount matches the previously agreed to Purchase Order or Subcontractor bid amount. Default payment terms are Net 90 beginning the date that compliant insurance is received, unless specified otherwise on the Payment Terms and Conditions Addendum on page 11 of this Vendor & Sub-Contractor Packet. Subcontractor to submit invoices no later than 5 business days after completion of work. Contractor accepts no liability of payment on invoices submitted later than 3 months after the completion of work or after final billing to Contractor's customer has been issued. Reasonable notice will be given to Subcontractor of any final billing deadlines approaching with Contractor's customer. In exchange for each payment, Subcontractor shall provide a mechanics' lien waiver from each and every person or entity who would have a right to file a mechanics' lien against the Property upon request of the Contractor. Accounting inquiries can be directed to the Contractor's Accounts Payable Specialist at accountspayable@pauldavismn.com or 651-243-0737.
- 5. Sub-Contractor agrees to be paid electronically via direct deposit. The Sub-Contractor will be paid based on agreed upon terms and money will be deposited to the Sub-Contractor account listed on the Bank Information Page
- 6. The Subcontractor guarantees its workmanship for two years for all mechanicals, ten years for all structural work and one year for all other work or the longest time allowed by the governing law from the date of the signing of a completion certificate by the property owner or the receipt of final payment from Contractor, whichever occurs first. The Subcontractor agrees that it shall correct any work that it does not perform in a good and workmanlike manner within seven (7) calendar days from the time the Subcontractor is notified of the problem. If the Subcontractor fails to correct such work in a timely manner, the Contractor may take steps to correct the problem and the cost of such correction will be charged against the future amounts due to the Subcontractor. In any event where, as a result of poor or incomplete work, the property is subject to additional damage, the Contractor may, at its sole discretion, elect to correct such damages itself and all cost will be the responsibility of the Subcontractor.



- 7. Subcontractor work will be scheduled with the employee of the Contractor who offered the work, and deviations from the schedule should be reported to the employee of the Contractor who offered the work as soon as possible. Subcontractor behavior on jobsites should demonstrate respect for the property and preferences of the Contractor's client. Subcontractor should only park in Contractor's client's driveways for the purpose of loading and unloading of materials or equipment. Where this is unavoidable, Subcontractor should take necessary precautions to avoid damage. Any damage to Contractor's client's property caused by Subcontractor will be the sole responsibility of Subcontractor to reasonable repair or replace. Subcontractor should never use anything that belongs to the Contractor's client on the jobsite, including putting debris in client's trash cans. The Subcontractor should leave the jobsite at least as clean as it was prior to the work being performed, using floor protection and dust containment as necessary to prevent damage to the property and the spread of debris. All jobsite debris should be removed to the dumpster, or taken with the Subcontractor if no dumpster, at the end of each day. Upon completion of their work, the Subcontractor shall promptly remove all excess materials, tools, and equipment which may have been brought on the project site. The jobsite should only be left with the lights turned off, tools unplugged, materials neatly stacked, and with all doors and windows locked.
- 8. The Subcontractor agrees that it shall not discuss prices, invoices, costs, expenses, additional work, the terms of this agreement or any other subject matter between the Contractor and the Subcontractor with anyone other than the salesperson or project manager of the Contractor, and further agrees to notify the Contractor immediately of leads or inquiries concerning additional work whenever these leads or inquiries arise from jobs assigned by Contractor.
- 9. Subcontractor acknowledges that it is responsible for all necessary insurance coverage for its vehicles, equipment, and personnel. The Subcontractor agrees that it shall be solely responsible for withholding and payment of all Income Taxes, FICA Taxes, and Unemployment Compensation Taxes on the Subcontractor and its Employees, and the Subcontractor directs the Contractor not to withhold such taxes. The Subcontractor shall be solely responsible for any assessments, penalties, or back taxes on itself and its employees levied by any Federal or State Agency.
- 10. Contractor and Subcontractor agree that the intent of the parties is that an independent contractual relationship shall exist between them and the Subcontractor is not an employee of Contractor. Subcontractor acknowledges that Contractor uses other subcontractors that perform the same work as Subcontractor and that this agreement shall not prohibit Contractor from using other subcontractors who perform the same type of work as Subcontractor. The Contractor agrees that the Subcontractor may advertise its services in any media or manner and may accept jobs from other sources as well as from the Contractor.



- 11. The Subcontractor, including its permitted subcontractors, employees, representatives or agents, agrees to defend, indemnify and hold harmless the Contractor from any and all claims, demands, debts, expenses (including attorney's fees), damages, judgments, and liabilities of every kind and nature arising out of or in any way connected to any work undertaken by the Subcontractor pursuant to this agreement. Any controversy or claim arising out of or relating to this Agreement or breach thereof, which cannot be settled by the parties shall be settled by arbitration. Each party shall select one arbitrator and the two of them shall select a third party and a majority of the three shall decide the issue and such decision shall be binding on each of the parties to the arbitration. A representative of the Contractor shall serve as Advisor to the committee but shall not be present during any deliberation of the committee. The committee shall determine which party or parties pay the expenses of the arbitration and may require at its own discretion a deposit to cover said expenses. If either party institutes litigation against the other party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing party in connection with such litigation.
- 12. The Contractor desires that the Subcontractor be aware of and adhere to good safety procedures and practices. All applicable OSHA requirements should be followed. In addition, the Sub-Contractor agrees to the following Safety Rules:
 - a. Whenever you are involved in any accident that results in personal injury or damage to property, no matter how small, the accident must be immediately reported to this office. Get first aid promptly.
 - b. Report immediately any condition or practice you think might cause injury or damage to persons, equipment, or property.
 - c. Do not operate any equipment which, in your opinion, is not in safe condition.
 - d. Personal protection equipment must be used when required and maintained in a safe working condition.
 - e. Obey all common rules, governmental regulations, signs, markings, and instructions. Be particularly familiar with those that apply directly to you. If you don't know—ask.
 - f. When lifting, use the approved lifting technique; i.e., bend your knees, grasp the load firmly, then raise the load, keeping your back as straight as possible. Get help for heavy loads.
 - g. Do not horseplay; avoid distracting others; be courteous.
 - h. Always use the right tools and equipment for the job. Use them safely and only in the manner for which they were intended.
 - i. Good housekeeping should always be practiced. Return all tools, equipment, materials, etc., to their proper places. Disorder wastes time, energy, and material and will often result in injury.
 - j. The use of drugs and/or intoxicating beverages is prohibited.
 - k. Lead by "good example," performing work in a safe, efficient way.



- l. Inspect ladders, stools, and scaffolds before use. Set ladders on firm footing and secure them. Face ladder when going up or down and keep hands free of tools and materials. Keep scaffold platforms clear of unnecessary material and scrap and do not overload.
- m. You are requested to attend all safety meetings held by this office, as the purpose of these meetings is to help you and us reduce the cost of job-related insurance.
- 13. Subcontractor to perform a background investigation of all its principals, owners, and employees that will be present at any time in customers' homes prior to any services being performed. By signing of this agreement, you attest that you meet this requirement. Proof of completed background checks may be required upon request of the Contractor. Electing to withhold submission of proof requires completion of Background Check Waiver. Background Checks or the Background Check Waiver will be requested on an annual basis.
- 14. This instrument contains the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party which is not contained in this Agreement, shall be valid or binding. Should one particular provision of this agreement, or any word, phrase, sentence, clause, or paragraph thereof be declared invalid or illegal by any federal, state, county or municipal government, such invalidity or illegality shall not affect the other provisions hereof, but the remainder of the provisions hereof shall, nevertheless, remain in full force and effect and shall be construed in all respects as if such invalid or illegal provisions were omitted.
- 15. Prior to beginning any work, the Subcontractor shall provide the Contractor with a completed W-9 form. The Subcontractor shall also provide Workers Comp Certificate and General Liability Certificate with expiration dates Original Accord with contractor named as additionally insured or proper paperwork for exemption. The Subcontractor acknowledges that it is responsible for all necessary insurance coverage for its vehicles, equipment and personnel not less than the minimum insurance requirements as stated below. Subcontractor further acknowledges that these costs are budgeted into the amount assigned to Subcontractor on each Purchase Order. Therefore, Subcontractor agrees that Contractor may deduct from the payment due on any Purchase Order any insurance cost incurred by Contractor as a result of Subcontractor's status, change of status as an insured or uninsured sub-contractor, failure to acquire coverage or lapse of coverage.
- 16. If Contractor gives access to a property to the Sub-Contractor via a physical key, and the Sub-contractor loses, misplaces, or damages said key so that it is unusable, the Sub-Contractor will be fined \$250 plus costs of rekeying, which will be taken off of the next available Sub-Contractor invoice. Sub-Contractor will also be liable for costs associated with restoring security to the property, and theft or damage caused by a lack of security at the property.



- 17. Sub-Contractor agrees to abide by the following Code of Conduct
 - a. Call concerned parties if running later or plans changes
 - b. Take off your shoes when entering a home.
 - c. Ask for permission prior to using any of homeowner's personal belongings
 - d. Contain the mess (i.e. cover furniture, use drop cloths, protect floors, etc.)
 - e. Thoroughly clean up throughout the day and at the completion of your job
 - f. Shut off all lights, etc., and lock up the property when you leave.

Sub-Contractor Confirmation of Agreement

WITNESS TO CORPORATION (Paul Davis Representative):

Signature:
BY:
TITLE:
WITNESS TO SUB-CONTRACTOR (Sub-Contractor Representative):
SIGNATURE:
BY:
COMPANY FEDERAL ID #:
SOCIAL SECURITY #:
STREET ADDRESS & UNIT:
ADDRESS CITY & STATE:
ADDRESS ZIP CODE:
OFFICE TELEPHONE:
MOBILE PHONE:
EMAIL ADDRESS:
REFERRED BY:



Minimum Insurance Requirements

A. Certificate of Insurance: Cancellation or Modification

- (1) Subcontractor shall submit to Contractor a Certificate of Insurance meeting the requirements specified herein.
- (2) Subcontractor shall notify Contractor in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
- (3) If upon cancellation or modification of said policy or policies by the Subcontractor the coverage falls below the specified minimum requirements this shall be considered just cause for Contractor to immediately cancel the contract and/or to halt work on the contract, and to withhold payment for any work performed on the contract.

B. Minimum Coverage

(1) Any policy or policies of insurance purchased by Subcontractor to satisfy its responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

a. Comprehensive General Liability:

i. Per Occurrence: \$1,000,000

ii. Aggregate: \$2,000,000

iii. Coverage should be on a primary non-contributory basis with a waiver of subrogation and additional insured status, including completed operations per the CG 2010 1985 or an equivalent form, in favor of Contractor.

b. Employer's Liability under Workers Comp (or exception paperwork):

i. Per incident: \$500,000

ii. Policy Limit: \$500,000

iii. Per Employee: \$500,000

iv. Contractor requires that Subcontractor's Insurance carrier be "A-" rated or better by A.M. Best.

c. Umbrella Liability:

i. Per Occurrence: \$1,000,000

ii. Aggregate: \$1,000,000

iii. Per person/entity: \$1,000,000

iv. Umbrella to be primary and non-contributory over other insurance.

d. Pollution Liability (when applicable):

i. Each Occurrence: \$1,000,000



<u>Payment Terms and Conditions – Addendum 1</u>

Subcontractor will be paid on Net payment	t terms.
Payment terms begin on the Business Day that the invoice with complete accuracy (Purchase Order N Vendor name must all be listed and match what is are Net 90 or when insurance is received	fumber, Job Name, Total Dollar amount, and
Sub-Contractor agrees that if Contractor pays with they will receive a percent discount.	in days of receiving the invoice
Sub-Contractor agrees that if Contractor pays with they will receive a percent discount.	in days of receiving the invoice
Sub-Contractor will be paid electronically via Dire	ct Deposit.
Other:	
Sub-Contractor Representative Signature	Paul Davis Representative Signature
Sub-Contractor Representative Name (Print)	Paul Davis Representative Name (Print
Date	



Banking & Billing Information Form

The Contractor will fulfill payment to Sub-contractor using direct deposit, and no additional expense is incurred to the Sub-Contractor to use this payment method.

By filling out the below information, Sub-contractor authorizes Contractor to use Sub-contractor bank information to directly debit payment into Sub-contractor bank account.

Bank Account Holder Name:	
Routing Number:	
Account Number:	
Re-Enter Account Number:	
Bank Address:	
Accounts Receivable Contact:	
Accounts Receivable Contact Email:	
Accounts Receivable Contact Office Number:	
Accounts Receivable Contact Mobile:	



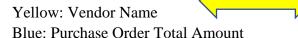
Background Check Wavier

to share our employee & owner background chec	ξ ,
Signature of Sub-Contractor Representative	-
Printed Name of Sub-Contactor Representative	
 Date	-



Example Purchase Order

Orange: PO NumberGreen: Job NumberVellow: Vendor Nam



TO RECEIVE PAYMENT, ALL FOUR OF THESE ITEMS MUST BE LISTED ACCURATELY ON SUB-CONTRACTOR INVOICE TO CONTRACTOR



Paul Davis Restoration of MSP 475 Cleveland Ave N Ste 322 St Paul ,MN 55104 Phone: 1-651-243-0737 Fax: 1-612-235-6474 E-mail:frontdesk@pauldavismn.com

Purchase Order

Printed on: Tuesday, November 19, 2019 2:38:02 AM

	Job Number: GS Job Name :Fake		Work Order	Date :Nov	19, 2019
Employee(ESTIMATOR): Christian Back Address:475 Cleveland Ave N Ste 322, xxx MN, 55104 Phone: Fax: Mobile: E-mail: christian.back@pauldavis.com	xxx, St Paul	Reference: Big S Address: Phone: Fax:	Sheep Enterprises		
Customer Name: *TEST* John, Denver 1234 Country Road, Brunswick, VA, 23821 Main Phone: 1-999-999-9999 Business:		Job Address:*TE 0, 0,	ST* John, Denver		
Task		Туре	Quantity	Unit	
Basement Drywall :		Labas	_		
1. NA ()		Labor			
Closet by Stairs					
Basement Drywall :					
1. Drywall in Basement Closet near the stail way up on exposed walls, to 8 feet, with a 2 None) * It's a little tight in there. You will also want to bring a flashlight.	inch gap from the	The second consideration of the second construction of the second construct	1		

Total Cost of WorkOrder: \$500.00







Example Sub-Contractor Invoice

Orange: PO NumberGreen: Job NumberYellow: Vendor Name

• Blue: Purchase Order Total Amount



TO RECEIVE PAYMENT, ALL FOUR OF THESE ITEMS MUST BE LISTED ACCURATELY ON SUB-CONTRACTOR INVOICE TO CONTRACTOR

Big Sheep Enterprises

INVOICE

BILL TO

Paul Davis Restoration of Greater St. Paul 475 Cleveland Avenue North

Suite 322, St. Paul, MN 55104 SHIP TO

Paul Davis Restoration of Greater St. Paul 475 Cleveland Avenue North

Suite 322, St. Paul, MN 55104 INVOICE # 12345

1

DATE 11/19/2019
DUE DATE 12/19/2019
TERMS Net 30

500.00

ACTIVITY DESCRIPTION QTY RATE AMOUNT

Drywall Basement Closet Drywall for

Job Number GSMN-19-3755-R

via PO Number: PO000006-2537302

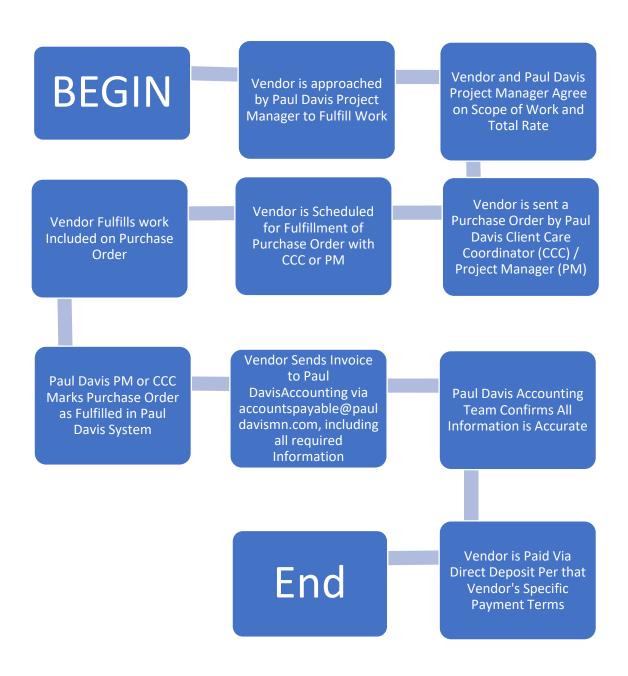
BALANCE DUE

\$500.00

500.00



Diagram of Full Bill Pay Process





Tradesmen Questionnaire

Operational Questions	
Are you currently doing small contracting jobs?	Y/N
How many people on your team?	Y/N
Do you have access to more help?	Y/N
Is your phone answered during work hours?	Y/N
Will you do emergency repairs after hours?	Y/N
Will you work at night and on weekends?	Y/N
Check Trades You Are Able To Perform	
□ Acoustic Tile	
□ Aluminum/Vinyl Siding	
☐ Cabinets ☐ Cabinet Repair? ☐ Do you have a shop ☐ Cabinet Installs?	
□ Carpet Cleaning □ List Your Equipment ()
□ Carpet Cleaning IICRC Certifications ()
□ Ceramic Tile	
☐ Debris Removal ☐ Do you have access to a truck? Y / N	
☐ Drapery Cleaning, On-Site	
□ Electrical	
☐ Fabric/Drapery Cleaning	
☐ Finish Carpentry	
☐ Floor Covering Installation ☐ Carpet? ☐ Power Stretcher? ☐ Vinyl ☐ Laminat	te?
□ Furniture Refinishing	
☐ Floors Hard or Soft ☐ Traditional Hardwoods? ☐ Pre-Finished Hardwoods?	
□ Garage Doors	
☐ Hard Contents Cleaning	
☐ Heating & Air Conditioning?	
IICRC Certified in□ Water □ Fire □ ASD □ Odor □ Mold □ Other	
□ Insulation	
□ Paint Interior? □ Paint Exterior?	
□ Masonry	
□ Punch List Carpenter	
□ Roofing □ Small Roof Repairs? □ Full Roof Replacements?	
□ Rough Carpentry □ Fences?	
□ Sand/Refinishing Wood Floor? □ Screen & Coat? □ Total Refinishing? □ Du	sst Control?
☐ Sheetrock/Drywall ☐ Can You Match Texture? ☐ Small Jobs? ☐ Large Jobs?	
☐ Strip & Finish, Structure	
☐ Structure Cleaning? ☐ Post-Construction ☐ Structure/Fire? ☐ Janitorial?	
□ Stucco & Plaster?	
□ Wallpaper?	
□ Water Extraction, Emergency?	
□ Windows	



Example of Certificate of Insurance

Ą	CORD® C	ER'	TIF	ICATE OF LIA	BILITY	INS	URANC	:E [DATE (MM/DD/YYYY)
C B R	HIS CERTIFICATE IS ISSUED AS A M. ERTIFICATE DOES NOT AFFIRMATIV ELOW. THIS CERTIFICATE OF INSUF EPRESENTATIVE OR PRODUCER, AI	ELY (RANC ND TH	OR N E DO IE CI	EGATIVELY AMEND, EX DES NOT CONSTITUTE A ERTIFICATE HOLDER.	TEND OR AI CONTRACT	LTER TI BETW	HE COVERA EEN THE IS:	GE AFFORDED BY THE SUING INSURER(S), AU	POLICI THORIZ	IES IED
th	MPORTANT: If the certificate holder is ne terms and conditions of the policy,	certa	in po							
	ertificate holder in lieu of such endors DUCER	seme	nt(s).		CONTACT NAME:					
					PHONE (A/C, No, Ext): E-MAIL			FAX (A/C, No):		
								VERAGE		NAIC #
					4 D I	_				32223
INSU	JRED			EXAN	/IPL					
CO	VERAGES CER	TIFIC	ATE	NUMBER:	INSURER F:			REVISION NUMBER:		
TI	HIS IS TO CERTIFY THAT THE POLICIES O	INSU	JRAN(CE LISTED BELOW HAVE BE			SURED NAME	ED ABOVE FOR THE POLIC		
С	IDICATED. NOTWITHSTANDING ANY REQI ERTIFICATE MAY BE ISSUED OR MAY PER	TAIN,	THE	NSURANCE AFFORDED BY	THE POLICIE	S DESCF	RIBED HEREIN			S
E: INSR LTR	XCLUSIONS AND CONDITIONS OF SUCH P TYPE OF INSURANCE	ADDL	SUBR	MITS SHOWN MAY HAVE BE	POLI	CV FFF	D CLAIMS. POLICY EXP (MM/DD/YYYY)	LIMIT	·s	
LTR	✓ COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER	(MM/D	Ď/YŸYY)	(MM/DD/YYYY)	EACH OCCURRENCE	\$ 1,000	0.000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	
								MED EXP (Any one person)	\$ 5,00	0
Α					07/1	6/2019	07/16/2020	PERSONAL & ADV INJURY	\$ 1,000	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	0,000
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$ 1.00	0.000
	X ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	5,000
В	ALL OWNED SCHEDULED AUTOS				04/1	5/2019	04/15/2020	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	▼ UMBRELLA LIAB ▼ OCCUR							EACH OCCURRENCE	\$ 2,000	
A	EXCESS LIAB CLAIMS-MADE				07/1	6/2019	07/16/2020	AGGREGATE	\$ 2,000	0,000
	DED RETENTION \$ WORKERS COMPENSATION							X PER OTH- STATUTE ER	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	s 1,000	0,000
С	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			07/1	6/2019	07/16/2020		\$ 1,000	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								\$ 1,000	0,000
A	Contractors Pollution Liability				07/1	6/2019	07/16/2020	Per Occurrence \$1,000,00 Aggregate \$1,000,00		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI) 101, Additional Remarks Sched	ule, may be atta	ched if me	ore space is req	l uired)		
CF	RTIFICATE HOLDER				CANCELLA	TION				
ULI										
	Paul Davis Restoration of Grea	ter St.	Paul		THE EXPIR	RATION E	DATE THEREO	ESCRIBED POLICIES BE CA DF, NOTICE WILL BE DELIV Y PROVISIONS.		
	475 Cleveland Ave N, Ste 322				AUTHORIZED I	REPRESE	NTATIVE			
	St. Paul, MN 55102									
L										
	•					©	1988-2014 A	CORD CORPORATION.	All ria	hts reserved

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Certificate of Compliance Minnesota Workers' Compensation Law

THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at a	all times by employers as required by	law.			
LICENSE or CERTIFICATE NO (if applicable)	BUSINESS TELEPHONE NO.	FAX TELEPHONE NO.			
BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.) DBA ("doing business as" or also known as an assumed name) (if applicable) BUSINESS ADDRESS (must be physical street address, no PO boxes) CITY STATE ZIP CODE COUNTY E-MAIL ADDRESS YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below. NUMBER 1 — Workers' compensation insurance policy information INSURANCE COMPANY NAME (not the insurance agent) POLICY NO. EFFECTIVE DATE NUMBER 2 — Reason for exemption from workers' compensation insurance If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651.284.5032 or 1-800-342-5354. I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.) I have employees. (See Minn. Stat. § 176.011, subd. 9 for the definition to self-insure from the Minnesota Department of Commerce). I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:					
DBA ("doing business as" or also known as an assumed name) (if app	olicable)				
BUSINESS ADDRESS (must be physical street address, no PO boxes)	CITY	STATE ZIP CODE			
COUNTY	E-MAIL ADDRESS	•			
FOLLOWING INFORMATION. You must co	omplete number 1 or 2 be	elow.			
NUMBER 1 – Workers' compensation insu	rance policy information				
INSURANCE COMPANY NAME (not the insurance agent)					
POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE			
NUMBER 2 – Reason for exemption from v	workers' compensation in	nsurance			
in you have questions regarding the need to obtain workers' cor	npensation coverage, including exem	ptions, contact			
I have no employees. (See Minn. Stat. § 176.011, subd. 9 for I am self-insured for workers' compensation (attach a copy of Department of Commerce). I have employees but they are not covered by the workers' of the workers'	of the authorization to self-insure from				
Other:					
BUSINESS TELEPHONE NO. FAX TELEPHONE NO. BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is be legal name of the business entity.) BA ("doing business as" or also known as an assumed name) (if applicable) BUSINESS ADDRESS (must be physical street address, no PO boxes) CITY STATE ZIP CODE COUNTY E-MAIL ADDRESS COUNTY E-MAIL ADDRESS COUNTY E-MAIL ADDRESS COUNTY E-MAIL ADDRESS COUNTY FAX TELEPHONE NO. CITY STATE ZIP CODE COUNTY FAX TELEPHONE NO. CITY STATE ZIP CODE COUNTY F-MAIL ADDRESS COUNTY E-MAIL ADDRESS COUNTY FOLLOWING INFORMATION. You must complete number 1 or 2 below. NUMBER 1 — Workers' compensation insurance policy information NAIC Number COLICY NO. EFFECTIVE DATE EXPIRATION DATE SUMBER 2 — Reason for exemption from workers' compensation coverage, including exemptions, contact 1 Law self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce). I have employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.) I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: Other: certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am uthorized to sign on behalf of the business.					
PRINT NAME					
APPLICANT SIGNATURE (required)	BUSINESS TELEPHONE NO. THE IS SOLE PROPRIETOR OF PARTELEPHONE NO. PO boxes) CITY STATE TIP CODE E-MAIL ADDRESS WILL NOT BE ISSUED WITHOUT THE must complete number 1 or 2 below. ion insurance policy information (i) EFFECTIVE DATE EFFECTIVE DATE EXPIRATION DATE In from workers' compensation insurance workers' compensation coverage, including exemptions, contact of the authorization to self-insure from the Minnesota e workers' compensation law. (See Minn. Stat. § 176.041 for a list of ease are not covered: The state and complete. If I am signing on behalf of a business, I certify that I am				

NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or on a tape.



Request for Taxpayer Identification Number and Certification

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

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

	i 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								
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership	certa	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
	single-member LLC	Exen	Exempt payee code (if any)						
ty p	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	rship) ▶	_			_			
Print or type	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	s code	Exemption from FATCA reporting code (if any)						
eci	☐ Other (see instructions) ▶		(Applie	es to account	s mainta	iined outsid	e the U.S.)		
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's nam	ne and ac	ldress (op	tional)			
See									
0,	6 City, state, and ZIP code								
	7 List account number(s) here (optional)								
Par		0:-1							
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av up withholding. For individuals, this is generally your social security number (SSN). However, t	0.0	security	number	7 [_			
	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a	_	.	_				
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>				J		$\perp \perp$		
TIN, la		or	·						
	If the account is in more than one name, see the instructions for line 1. Also see What Name per To Give the Requester for guidelines on whose number to enter.	and Employ	yer ident	ification	lumb	er	=		
IVUITIL	er to dive the nequester for guidelines on whose number to enter.		_			.			
Par									
	r penalties of perjury, I certify that:								
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (bruce (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and) I have not beer	n notifie	d by the	Inter				
3. I ar	n a U.S. citizen or other U.S. person (defined below); and								
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	na 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 tay return. For real estate transactions, item 2 does not apply. For mortgage interest paid

acquisition	or abandonment of secured p	operty, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments 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▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual 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 24% 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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.

² 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.

- 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
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 1
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
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:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
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

- ¹ 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.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ 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.
- ⁴ 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 <code>phishing@irs.gov</code>. 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 <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit 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.

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