

**Area Agency on Aging District 7 Inc.**  
**Housing Repair Programs Agreement**

This agreement made and entered into on \_\_\_\_\_, by and between the Area Agency on Aging, District 7 Inc. and \_\_\_\_\_, hereinafter referred to as the Contractor, with a mailing address of \_\_\_\_\_.

WHEREAS, the Ohio Development Services Agency, Office of Community Development Partnerships (ODSA/OCD) has approved funding for the Area Agency on Aging District 7 Inc. Housing Trust Fund Program through \_\_\_\_\_, which will coordinate with the USDA, Rural Development Services for matching funds to establish Emergency Home Repairs to the following ten Counties: Adams, Brown, Gallia, Highland, Jackson, Lawrence, Pike, Ross, Scioto, and Vinton Counties.

NOW AND THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the parties do hereby mutual covenant and agree as follows:

**ARTICLE I: TERMS**

This Agreement shall be effective from March \_\_\_\_\_ through \_\_\_\_\_, unless terminated earlier as herein provided.

- 1.1 Either party may terminate this Agreement by giving the other at least ten (10) days prior written notice.
- 1.2 Notwithstanding the foregoing, this agreement shall immediately terminate upon Contractor's receipt of notice from AAA # 7 that the ODSA/OCD, has disallowed or has announced a policy which may constitute precedent for disallowing, in whole or in part, recovery by AAA # 7 of any of the amounts paid to the Contractor under this Agreement. In the event such notice, AAA # 7's obligation shall be limited to the compensating Contractor for services provided through the day notice is received by the Contractor.
- 1.3 Either party may terminate this Agreement upon notice if the other party shall become insolvent, or shall make a general assignment for the benefit of the creditors.

## **ARTICLE II : RESPONSIBILITIES OF CONTRACTOR**

- 2.1 Contractor and its subcontractors shall perform hereunder solely as independent contractors. Neither contractor, nor any other person employed or engaged by contractor in connection with the performance of work under this Agreement, shall be deemed to be an employee, agent or representative of AAA # 7 or the ODSA/OCD, or act under the direct supervision and/or control in performance of said work by AAA#7 or the ODSA/OCD.
- 2.2 Contractor and their subcontractors shall retain all records which relate to the work performed hereunder and make such records available to AAA # 7 or its designee upon request. **Such records must be retained for a period of 3 years after February 28, 2019.**
- 2.3 Contractor and their subcontractors shall further furnish AAA #7 and its duly authorized representatives, upon request, copies of any documents or materials which may relate to the work performed pursuant to this Agreement, and shall permit AAA #7 or its designee to access personnel, and to all books and records which relate to the Contractors performance under this Agreement for the purpose of verifying and auditing the work performed and expenses associated therewith. Contractor shall ensure AAA # 7's audits rights by inclusion of an audit clause guaranteeing AAA#7 equivalent audit rights to those provided for herein, in each of its contracts and agreements with subcontractors, if applicable.
- 2.4 AAA#7 shall provide Contractor with a Specification sheet which requests contractor to perform duties described in this paragraph. CONTRACTOR SHALL:
- (a) Provide home repairs as specified in the Specification sheet issued by AAA#7 and will include but are not limited to the following:
- Building envelope and structural repairs, including the roof, ceiling, walls and foundation.
  - Gutter and down spout repair or replacement
  - Heating system repair or replacement
  - Domestic hot water system repair or replacement
  - Septic system repair or replacement
  - Other severe plumbing related issues
  - Bathroom repairs
  - Electric repairs
  - Ramps, handrails, grab bars, etc
  - Interior / exterior repairs and alterations to allow handicapped mobility, including kitchen and bathroom modifications.

(b) Perform work in accordance with all applicable codes that may include but are not limited to the following:

- Ohio Basic Building Code (OBBC)
- American National Standard Institute (ANSI)
- Building Officials Code Administration (BOCA)
- National Electric Code (NEC)
- National Fuel Gas Code (NFPA 54)
- Standards for Chimneys, Fireplaces, Vents and Solid Fuel Burning Appliances (NFPA 211)
- Uniform Accessibility Standards (UFAS)
- Cabo One and Two Family Dwelling Code (soon to be renamed International Building Code)
- Other National Codes as applicable
- Any State or Local Ordinances that may supersede National Codes

(c) Provide and utilize materials that meet or exceed specifications out lined.

(d) If applicable secure all necessary permits required.

(e) Utilize and complete all forms provided by AAA#7

2.5 Upon receipt of specifications (see attachment A) and Invitation to Bid from AAA#7, Contractor shall have a maximum of ten working days to respond with a written proposal to the AAA#7 office. Contractor will be notified by phone or by Acceptance of Bid and a Proceed order that they can proceed with the job. Once contractor has received notice to proceed, they can proceed with the project within 3 days. Upon completion of the project the contractor shall return a signed copy of the specifications with a JOB COMPLETION DATE.

(a) **ANY CHANGES IN THE WORK ORDER MUST BE APPROVED BY A WRITTEN CHANGE ORDER AND SIGNED BY THE HOME OWNER, AAA#7 REPRESENTATIVES AND CONTRACTOR.**

2.6 In the event that work performed by contractor under this agreement fails to pass AAA#7 Final Inspection , for whatever reason, contractor agrees to return to the residence were the work was performed to complete any additional necessary work needed to complete AAA#7's Final Inspection.

### **ARTICLE III: COMPENSATION**

- 3.1 AAA#7 shall remit payment to Contractor, pursuant to the prices set forth in the Specifications Work Order, within three weeks from work passing AAA#7 Final Inspection, Payment shall be by means of a check payable to the Contractor and mailed to the address listed in section 9.2 of this Agreement.
- 3.2 AAA#7 or its designee shall have the right to audit books and records which relate to performance of this Agreement by the Contractor and their subcontractors in order to verify all billing information. In the event that AAA#7, at its sole discretion, determines that it has been improperly billed, it will furnish the contractor with a written notice which describes the billing problem. The parties agree to discuss the billing problem within 7 days after the contractor's receipt of notice.

### **ARTICLE IV: INDEMNIFICATION**

- 4.1 Contractor agrees that it shall indemnify and hold harmless AAA#7 and its, Directors, Officers, Agents and Employees from and against any and all loss, damage and liability and from any and all claims for damages on account of or by reason of bodily injury including death, which may be sustained or claimed to be sustained by any person, including the employees of the Contractor and of any or subcontract of contractor and from any and against any and all claims for damages for property, including loss of use, and caused by or arising out of or claimed to have been caused by or to have arisen out of an act or omission of contractor or it's agents, employees, or subcontractors in connection with the performance of this Agreement. Contractor shall at their own cost and expense, defend any claim, suite, action, or proceeding, whether groundless or not, which may be commenced against AAA#7, by reason of or in connection with this agreement, and Contractor shall pay any and all judgements which may be recovered in any such action, suit or claim and defray any and all expenses, including costs and attorney fees, which may be incurred in or by reasons of such claims, proceedings or suites and to the extent permitted by law, Contractor expressly for the benefit, for itself and all subcontractors, insofar as the indemnification of AAA#7 is concerned, of the provisions of any applicable Workers Compensation law limiting the tort or other liability of an employer on account of injuries to the employer's employees.
- 4.2 Notwithstanding the foregoing, AAA#7 shall be entitled, if it so elects, to representation by attorneys of its own selection. AAA#7, at its option, shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against AAA#7.

4.3 In addition to the indemnification and hold harmless provision set forth above, Contractor further agrees to indemnify, defend and save harmless AAA#7, from any and all claims and losses accruing or resulting to any person, firm or corporation, for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished by or regarding eligible customers under this Agreement or based on any libelous or other unlawful matter contained in such data.

## **ARTICLE V: INSURANCE**

- 5.1 Contractor shall furnish and maintain insurance coverage amounts listed in Attachment B- Insurance Requirements. Contractor agrees to assume all responsibility for ensuring that its subcontractors are insured to the satisfaction of the Contractor.
- 5.2 Certificates of Insurance will be furnished by Contractor to AAA#7 upon execution of this Agreement.
- 5.3 Contractor agrees that if any of its employees, or employees of subcontractors, engaged in the performance of this Agreement, reside in a state other than the state of Ohio, Contractor will provide AAA#7 with a Certificate of Insurance for an all states endorsement to the Workers Compensation insurance policy described in paragraph 1 of Attachment B. The minimum limit required of such all states endorsements shall be \$ 100,000.

## **ARTICLE VI: TAXES**

- 6.1 AAA#7 and Contractor shall each pay all taxes of every kind as respectively assessed to or levied on each, without right of contribution by the other. No provisions of this Agreement shall be affected by an increase or decrease in the rate or amount of any tax, or the repeal of an existing tax imposed upon either party, by the enactment of a new tax, or by the subsequent application hereto of any existing tax (see Attachment C).

## **ARTICLE VII: LABOR AND WAGE LAW**

- 7.1 Contractor warrants that their obligations hereunder will be performed in compliance with the Civil Rights Act of 1964 (July 2, 1964, 78 STAT. 241) and The Fair Labor Standards Act of 1938 (June 25, 1938, 52 STAT. 1060) as amended, all provisions thereof being incorporated by reference.

**ARTICLE VIII: EQUAL EMPLOYMENT OPPORITUNITY AND AFFIRMATIVE ACTION**

8.1 The equal opportunity clause appearing at 41 C.F.R. 60-1.4 and the affirmative action clauses appearing at 41 C.F.R. 60-741.4 and 41 C.F.R. 60.250.4 are incorporated by reference herein.

**ARTICLE IX: NOTICES**

9.1 Notices to AAA#7 shall be addressed as follows:

Area Agency on Aging, District 7 Inc.  
F-32 PO Box 500  
Rio Grande, OH 45674  
Attention: Kristy Bowman

9.2 Notices and Payments to the Contractor shall be addressed as follows:

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

Attention: \_\_\_\_\_

9.3 All notices required by this agreement shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party at the address set forth in this Agreement, or may be hand delivered by the party giving the notice. Either party may change its address for receiving notices by written notice to the other party.

**ARTICLE X: SUBCONTRACTING**

10.1 Contractor will not enter into subcontracts for any work contemplated under this agreement without obtaining prior written approval of AAA#7, which such approval shall not be unreasonably withheld.

**ARTICLE XI: MISCELLANEOUS**

- 11.1 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No assignment of this Agreement, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
- 11.2 The obligation of the Contractor to indemnify AAA#7 pursuant hereto shall survive the termination or cancellation of this Agreement.
- 11.3 No waiver or any breach of this Agreement shall be held to waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- 11.4 This Agreement sets forth all understandings between the parties respecting the subject matter of this transaction and all prior agreements, understandings and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No modifications or amendment of this agreement shall be binding upon either party unless in writing and signed by the party to be bound.
- 11.5 The interpretation and performance of this Agreement shall be conducted in good faith by both parties and shall be governed by the laws of the State of Ohio.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be signed and their seals affixed all as the day and year first written above.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SIGNATURE Date

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Bill Coyan Date  
Housing Specialist, AAA#7

**Area Agency on Aging District 7 Inc.  
Housing Trust Fund Insurance Requirements**

1. Workers Compensation

Statutory coverage, including occupational disease, if and as required, in a separate act. Coverage should also include an All States endorsement and Employer's Liability Coverage B. Minimum Limit Requirements: \$ 100,000.

2. Comprehensive General Liability Insurance

Policy to include Premises & Operations, Owners Protective, Completed Operations Blanket Contractual Broad Form Contract. The Contractual section of the coverage must cover the specific contractual Minimum Limits Required.

a. Bodily Injury	<b><u>Combined Single Limit</u></b> \$ 300,000 each occurrence
b. Property Damage (excluding auto)	\$ 300,000 aggregate
c. Personal Injury	<b><u>Combined Single Limit</u></b> \$ 300,000 each occurrence \$ 300,000 aggregate

Personal injury coverage shall be provided with limits of liability as stated.

3. Automobile Liability

To include owned, non-owned and hired vehicles. Minimum Limits Required:

a. Bodily Injury	<b><u>Combined Single Limit</u></b> \$ 300,000
b. Property Damage	\$ 300,000

Also, Contractor shall comply with all applicable No-Fault Laws.



**Bid Procedures- AAA#7 Inc. Housing Trust Fund**

1. Bid Specifications will be compiled for each job, and bids will be solicited by phone, mail or fax by trying to contact (3) qualified contractors.
2. Work with an estimated value of greater than \$ 50.00, but less than \$ 7,500.00 will be awarded based on both written and verbal quotes from (3) contractors if possible. Other funding may be available if quotes go over \$7,500.00.
3. Contractors will have the opportunity to inspect the work prior to bidding on the work.
4. Lowest or best bidder will be accepted for the work to be performed, except the owner has the right to reject the bid in writing in favor of the next highest bidder if in their opinion the contractor does not possess the skill and means to complete the project. The homeowner will be asked to pay the difference of price between bids.
5. Bids will be reviewed with the owner.

**Area Agency On Aging District 7, Inc**  
**F-32, PO Box 500**  
**Rio Grande, Oh. 45674**  
**1-800-582-7277 Ext: 250 1-740-245-1020 fax**

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**Contractors Information Form**

**A: Company Name (print)** \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Federal Id. # \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of work preferred \_\_\_\_\_

\_\_\_\_\_

Counties preferred \_\_\_\_\_

**B: Principal of Firm**

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

Home Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Work Experience \_\_\_\_\_

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

Home Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Work Experience \_\_\_\_\_

**C: History of the Company**

Number of years in business \_\_\_\_\_ Number of employees \_\_\_\_\_ Trades \_\_\_\_\_

**D: Have any members of the firm been sued within the past 18 months by  
Subcontractors, suppliers, or customers? \_\_\_\_\_ If so give details \_\_\_\_\_**

\_\_\_\_\_

**E: Types and Limits of Insurance**

Type \_\_\_\_\_ Policy No. \_\_\_\_\_ Limits of Liability \_\_\_\_\_ Company

Property Damage \_\_\_\_\_

Liability \_\_\_\_\_

Workman's Compensation \_\_\_\_\_

**G: References**

Name of Subcontractor                      Trade                      Telephone                      Contact Person  
\_\_\_\_\_  
\_\_\_\_\_

Name of Suppliers                      Account Number                      Telephone                      Contact Person  
\_\_\_\_\_  
\_\_\_\_\_

H: Customers for whom you have recently completed work during the past 12 months.

1. Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Type of Job \_\_\_\_\_ Date Completed \_\_\_\_\_

2. Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Type of Job \_\_\_\_\_ Date Completed \_\_\_\_\_

**The undersigned certifies that all information in this statement and all Information furnished in support of this statement, is true and complete to the best of the undersigned's knowledge and belief.**

**I/We further authorize Area Agency On Aging District 7, Inc. to verify This information.**

\_\_\_\_\_  
Signature                                      Title                                      Date

\_\_\_\_\_  
Signature                                      Title                                      Date

\_\_\_\_\_  
Signature                                      Title                                      Date



Ohio Department of Public Safety  
 Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

**DECLARATION**

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? <input type="checkbox"/> Yes <input type="checkbox"/> No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Request for Taxpayer Identification Number and Certification

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

<b>Please print or type</b>	Name (If a joint account or you changed your name, see <b>Specific Instructions</b> on page 2.)	
	Business name, if different from above. (See <b>Specific Instructions</b> on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

<b>Taxpayer Identification Number (TIN)</b>		List account number(s) here (optional)																																							
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>How To Get a TIN</b> on page 2.</p> <p><b>Note:</b> If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>																																									
<p style="text-align: center;">Social security number</p> <table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> <p style="text-align: center; margin: 5px 0;">OR</p> <p style="text-align: center;">Employer identification number</p> <table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																																									<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;"><b>For Payees Exempt From Backup Withholding</b> (See the instructions on page 2.)</p> </div>

**Certification**

Under penalties of perjury, I certify that:

- 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**
- 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.

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

<b>Sign Here</b>	Signature ▶	Date ▶
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**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**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

**Name.**—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole Proprietor.**—You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

**Other Entities.**—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

You must 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. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page 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** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, 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, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

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

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

**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 (including attorney and accounting fees), and payments to certain fishing boat crew members.

**5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<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, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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.

