

# Phantom Promotions, LLC

Perfection, Beauty, Wisdom

Welcome to Phantom Promotions!

To be a promotional model means a great deal more than just being beautiful. At Phantom Promotions, you'll play a crucial role in the representation of many of the worlds most influential, experiential brand campaigns. You also might get to appear in major national print and viral video campaigns.

Being a Phantom Promotions Model requires training and technique - a commitment to understanding our client's brands, and the consumers who love them. You will be part model, part actor, part marketer, a little part showboat, and all parts personality. It takes many months, minds, and millions of dollars to develop a successful promotion and a key factor in its success ends up in your perfectly manicured hands.

Hesitant? Don't be. You're a natural and we'll teach you the rest.

## HOW TO BECOME A PHANTOM PROMOTIONS MODEL

Please fill out the attached PDF completely and email/fax this document back to Phantom Promotions.

### DIRECTIONS TO COMPLETE THIS PDF

- Before filling out this document please make sure to download the latest version of adobe reader at (<http://get.adobe.com/reader/>) to ensure that you are able to fill out and save the form correctly. If you have any issues using the writable PDF form there is an option to print, sign, and fax the document back.
- Go to File then Save As... and save the document as your full name using your first name then last name (i.e. Jane\_Doe.pdf).
- Click or Tab through the editable text fields and fill out all information that is required making sure to save often.
- Once complete save the document one last time and send the PDF file as an attachment.

Please note that the W-9 portion at the end of this document must be completed, printed, and sent separately via fax to Phantom Promotions, LLC.

Please send 5-10 recent high resolution images (Head Shots and Full Body Shots-multiple looks) along with 2-3 unretouched natural photos.

To complete the Phantom Promotions application process please send via email your promotional work resume.

**EMAIL ALL OF THE ABOVE INFORMATION TO  
[info@phantompromotionsllc.COM](mailto:info@phantompromotionsllc.COM) OR FAX TO 260-444-3214**

If selected, a Phantom Promotion Talent Associate will contact you to discuss the interview and casting process.

# MODEL INFORMATION

## *Basic Information*

FULL LEGAL NAME

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ALIAS (IF ANY)

---

(names you are known as in the modeling industry)

STREET ADDRESS

---

CITY, STATE, ZIP

---

CONTACT PHONE

---

E-MAIL

---

(please list all email addresses if you use multiple accounts)

DATE OF BIRTH

AGE

---

SS#

---

(for payroll and background check)

## *Characteristics*

HEIGHT

---

WEIGHT

---

BUST (W/CUP SIZE)

WAIST

HIPS

---

EYE COLOR

---

HAIR COLOR

---

DRESS SIZE

---

SHOE SIZE

---

T-SHIRT SIZE

---

RACE/ETHNICITY

---

> Do you have any injuries/allergies/illnesses or dietary restrictions?

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## Education and Work History

Please list all schools and degrees completed, beginning with high school.

SCHOOL	LOCATION	YEARS ATTENDED	DEGREE	FOCUS OF STUDY

What is your current employment status (mark one)?

working full time     working part time     unemployed     student

Occupation: \_\_\_\_\_

Who is your current employer? \_\_\_\_\_

Are you willing to travel out of state for work? \_\_\_\_\_

Are you willing to work nights and weekends if a job requires it? \_\_\_\_\_

Have you ever been arrested, charged or convicted of a crime? If yes, please provide details:

Does an agent or manager in connection with modeling or acting currently represent you? If yes, please provide the name and contact information:

Please list any additional relevant experience (i.e. serving, customer service, retail, hospitality management, sales/telemarketing):

Please mark the appropriate boxes based on your experience in promotional modeling.

PROMOTION TYPE	0-2 Events	3-8 Events	9-15 Events	16-25 Events	26+ Events	Brands Worked On*
Mobile Marketing Tours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sampling Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Liquor Promotions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Business Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Auto Shows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Conventions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trade Shows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nightlife Promotions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
College/Campus Marketing Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Youth Marketing Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Multicultural Marketing Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cause-related Marketing Programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sales/Pop-up Stores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hospitality/ Employee Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Live Music/ Concert Programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Guerilla Street Team Programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Word-of-Mouth Programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sports Marketing Programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

\*Please list at least two brands you've worked on in the corresponding categories.





# INDEPENDENT CONTRACTOR AGREEMENT

This independent Model Agreement (hereinafter "Agreement") is between Phantom Promotions LLC (hereinafter "The Company") and \_\_\_\_\_ (hereinafter "Model"). In consideration for the mutual promises set forth below, the parties agree as follows:

1. Business. The Model is engaged in the independent business and occupation of providing Modeling Services and such duties associated with those in the modeling industry.
2. Services. The Model agrees to provide the following services under this agreement:

**To provide modeling services at trade shows, experiential events, fundraisers, business promotions, marketing promotions or any other reasonable and acceptable service associated with the modeling industry as directed and agreed by the Model and Company.**

**Definition:** The Model acknowledges and agrees that the Model is an independent Contractor and not an agent or employee of the Company. The Model has sole discretion to determine when, during what hours, and at what location the Model will perform services under this Agreement. However, the Model warrants that such methods and techniques will be in accordance with ethical and reputable business practices and that the Model has the requisite expertise, ability, and skill to render the service required by this Agreement. The Model further agrees to supply all equipment and materials required to perform these services and acknowledges that the Company is not responsible for providing such equipment and materials to Model.

**Conflicts:** Nothing in this Agreement is intended to preclude the Model from performing services for other entities and individuals. However, Model agrees not to engage in any such activity that conflicts with the Company's business interests or interferes with the independent exercise of the Model's judgment in the best interests of the Company. Model further agrees that any outside services provided to other entities or individuals will not conflict with the ability of the Model to perform the agreed services to the Company at the times specified for performance of such services.

**Assistants:** The Model retains the sole discretion to utilize assistants and employees to perform any portion of the services contemplated by this Agreement. The Model agrees to assume full liability for all payments to and tax withholding for all assistants and employees and for compliance with all applicable laws with respect to any assistants and employees.

**Compensation:** The compensation of said services will be agreed upon prior to the services rendered. The Model will be compensated on an hourly basis determined to be agreed to by Model and Company. Model agrees that she/he will be compensated only for actual time worked providing modeling services. The Model acknowledges that Compensation is variable based on the type of event. The Model agrees to be solely liable for all business expenses associated with the services performed under this agreement other than what is specified in subsection (a) below:



a. Company will reimburse Model for business related expenses at a pre-determined amount agreed upon prior to model services and event execution. Model agrees to save all receipts related to said expenses and provide copies of said receipts to Company within 14 days of completion of said services. Failure to provide copies of receipts relating to said business expenses within the time specified forfeits the right of the Model to recover said business expenses from the Company.

**Time for Compensation: The Company negotiates with clients to receive favorable and competitive rates for the Model, and will ensure prompt payment accordingly. The Model agrees to the Time for Compensation to be within 10 weeks from the completion of the promotional modeling services rendered.**

**The Company will make all best efforts to compensate the Model sooner than the 10 week time period, and typically compensates the Model as soon as the fee is received from Company's client.**

**Taxes:** Neither federal, state nor local payroll taxes of any kind or state disability insurance will be paid or withheld on behalf of the Model or its employees. The Model will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. The Model understands that if it is not a corporation, it may be liable for self-employment (social security) tax to be paid as required by law.

**Benefits:** Because the Model is engaged in its own independently established business, the Model is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the Company to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit-sharing. No workers' compensation insurance will be provided by the Company for the Model or any of its employees. The Model agrees to obtain workers' compensation insurance for all of its employees and to provide Company with a certificate of workers' compensation insurance coverage, as permitted by applicable law should the Model employ the use of assistants or employees.

**Agency:** The Model has no authority to bind the Company, to enter into any contracts or agreements on behalf of the Company, or to represent that it has the authority to do so. This Agreement does not create a partnership, joint venture, or loaned servant arrangement between the parties.

**Indemnification:** The Company shall not be responsible for any action or failure to act by the Model. The Model agrees to indemnify and hold harmless the Company, its officers, directors, members, employees, agents, assigns and successors against any claims, demands, or liability related to or arising out of the Model's breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement, and for any violations of law. The Company agrees to indemnify the Model for any and all claims that arise out of the Company's members, agents, employees negligence only. The Model agrees to indemnify the Company for any and all claims that arise out of the negligence on behalf of the Model, its assistants or employees.

**Confidentiality:** The Model agrees not to use or disclose, directly or indirectly, for any reason or in

contacts, Company methods and processes, intellectual property, compensation structures or fee arrangements, marketing or consulting strategies, computer programs and data, internet website design and structure or any related business operating and planning information used by the Company. This obligation not to use or disclose confidential information does not apply to any information that is public knowledge in the industry, provided that the Model did not cause it to become public knowledge.

**Company Property:** Upon termination of the Model's relationship with the Company, the Model agrees to return all Company records, files, documents, materials, and all copies of such to the Company.

**Statements:** The Model agrees to refrain from making any public or private statement about the Company or its members, officers or employees that would be injurious to the Company's business or reputation or which would, directly or indirectly, interfere with the business of the Company.

**Termination:** Either party may terminate this Agreement upon 10 (ten) days written notice to the other.

**Applicable Law:** This Agreement shall be governed by and interpreted under the laws of the State of Indiana.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable.

**Entire Agreement:** This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

I HAVE READ AND FULLY UNDERSTAND ALL THE TERMS AND PROVISIONS CONTAINED IN THE INDEPENDENT MODEL AGREEMENT. I UNDERSTAND THAT MY COMPENSATION FOR MY SERVICES IS GOOD AND VALUABLE CONSIDERATION FOR THE PERFORMANCE OF MY SERVICES AND OBLIGATION TO BE BOUND BY THE COVENANTS CONTAINED IN THIS AGREEMENT.

By checking this box I agree to all of the above terms and conditions and by printing my name in the "Model Signature" space below I confirm that it is an electronic signature.

Model Name: \_\_\_\_\_

Model Signature: \_\_\_\_\_  
(if faxing or hardcopy mailing please sign above)

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

# IMAGE/VIDEO RELEASE FORM

For valuable consideration received, I hereby grant to Phantom Promotions and their legal representative and assigns, respectively, the irrevocable and unrestricted right to use and publish photographs and video of me, or in which I may be included, for editorial trade, advertising, promotional purposes, and any other purpose and in any manner and medium (web, print, TV, video, et cetera); and to alter the same without restrictions. I hereby release Phantom Promotions and their legal representative and assigns, respectively, from all claims and liability relating to said photographs and/or video.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_

By checking this box I agree to all of the above terms and conditions and by printing my name in the "Model Signature" space below I confirm that it is an electronic signature.

Model Signature: \_\_\_\_\_  
(if faxing or hardcopy mailing please sign above)

Date: \_\_\_\_\_

# EMERGENCY CONTACT FORM

MODEL NAME \_\_\_\_\_

DATE \_\_\_\_\_

NAME OF CONTACT \_\_\_\_\_

RELATION OF CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Please provide any information we should know in case of an emergency:

## DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION

In connection with my suitability to become an independent contractor ("Model") with Phantom Promotions ("Company"), I authorize Company to request a consumer and/or investigative consumer report on me in connection with my application. Intelius Inc., a consumer reporting agency, will be obtaining the report for the company. Intelius is located at 500 108 Avenue NE, 25<sup>th</sup> Floor, Bellevue, WA 98004, and can be reached at 425.974.6100. Such reports may include, but are not limited to, information as to my character, general reputation, personal characteristics, and mode of living; discerned through employment and education verifications; personal references and interviews; my driving history; a social security number trace; present and former addresses; criminal and civil history; and any other public record.

I authorize any person, business entity or governmental agency that may have information relevant to the above to disclose the same to Company and Intelius, including but not limited to, any and all courts, public agencies, law enforcement agencies and credit bureaus. I authorize Company to share such information only with parties in interest who have a "need to know" such information to protect them, their clients, and their employees.

I understand that I am entitled to a complete and accurate disclosure of the nature and scope of any investigative consumer report of which I am the subject upon my written request to Intelius, if such is made within a reasonable time after the date hereof. I also understand that I may receive a written summary of my rights under the federal Fair Credit Reporting Act, 15 U.S.C. 1681-1681u. Also available on the Federal Trade Commission's website ([www.ftc.gov](http://www.ftc.gov)). I agree that this authorization shall remain valid for the duration of my Model status with the Company. I certify that the information contained on this form is true and correct and that my agreement with Company may be terminated based on any false, omitted, or fraudulent information.

By checking this box I agree to all of the above terms and conditions and by printing my name in the "Model Signature" space below I confirm that it is an electronic signature.

Model Signature \_\_\_\_\_ Date \_\_\_\_\_  
(if faxing or hardcopy mailing please sign above)

### *Information:*

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_

Current Address \_\_\_\_\_

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

Previous Address \_\_\_\_\_

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

Social Security # \_\_\_\_\_ Driver's License Number \_\_\_\_\_

State \_\_\_\_\_

Date of Birth \_\_\_\_\_ Gender \_\_\_\_\_

Phantom Promotions, LLC

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions</b>	on page 2.	Name (as shown on your income tax return)	
		Business name, if different from above	
		Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) <sup>⊙</sup>	
		Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
		City, state, and ZIP code	
		List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 4.

<b>Sign Here</b>	Signature of U.S. person <sup>⊙</sup>	Date <sup>⊙</sup>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## 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 income tax return. 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 entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but 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, 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 domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

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

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	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 or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	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 and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**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, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

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

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

Visit the IRS website at [www.irs.gov](http://www.irs.gov) 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 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, or Archer MSA or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% 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.