



Application and Agreement

Client Account _____ Broker _____

Referred by _____

Package Needed Received

I/We _____ hereinafter referred to as "Client", hereby applies for an account with Barter Systems, Inc. hereinafter referred to as "BSI" for the purpose of trading products and/or services with other BSI Clients or affiliated trade exchanges. We further agree to abide by the BSI Trading Policies and Procedures which may be modified from time to time.

UPON ACCEPTANCE as a CLIENT of BSI, I/WE AGREE:

1. To offer out products and/or services for trade dollars only, at prevailing prices, to other Clients in good standing.
2. To pay BSI a one time set up fee of \$495.
3. To pay BSI a cash transaction fee of 7.5% on all sales and 7.5% on all purchases. (Note: 6.5% and 6.5% when cash fees are paid by a credit card.) These fees are applied to the gross value of each transaction with other BSI Clients or their trade exchange affiliates. Every transaction involving BSI trade dollars shall be commissionable if you choose to pay BSI fees by check, a credit card back up would be needed in the event such fees have not been satisfied 60 days beyond their due date.
4. After 60 days, to begin paying a monthly maintenance fee of 12 trade dollars and \$12 cash. If a trade event has not taken place within this period, then the monthly fee would begin upon the first purchase or sale that is conducted after the 60 days have elapsed.
5. That I/We recognize and grant BSI the right and power to regulate and control the number of outstanding trade dollars With BSI.
6. That I/We recognize and grant to BSI, and those having an ownership interested in BSI, the right and power to borrow from the exchange and spend within the exchange system, an amount which shall not exceed one (1) years gross receipts by BSI. Such borrowing will be sufficiently collateralized by specifically pledged assets of the system pursuant to the guidelines established and imposed by the Interactional Reciprocal Trade Association (IRTA Regulation #1).
7. That I/We have received a copy of the Agreement, have read and understand the conditions of the Agreement and the Policies and Procedures as defined on the reverse side, that they are binding upon us fully as the conditions and provisions of our Client Agreement. In the event this Agreement is signed by an individual on behalf of the Corporation, the individual signing the Agreement does hereby agree to be Individually liable for full performance by said Corporation on this Agreement. I/We agree that this contract will be enforced end regulate according to the laws of the State of Maryland and we agree any legal actions on this contract for enforcement or collection will be Venued in the State of Maryland.

It is hereby understood and acknowledged that this Agreement and the referenced BSI Policies and Procedures constitute the entire Agreement as between the parties for Account Application and shall be binding upon to heirs, successors, administrator and assigns of Client. It Is further understood that this Agreement will become effective when signed by the Client and approved by an officer of BSI. The Individual signing this agreement hereby stales and warrants that he/she has the authority to sign contracts on behalf of Client, and that the Client Is registered to do business in all States where it operates. is In Good Standing In all such States, and will remain In Good Standing in all such States during the duration of this Agreement.

Signature _____ Date _____



Application and Agreement

Client Account _____ Broker _____

Business _____ Phone _____

Address _____ Fax _____

Mailing Address (if different) _____

Website _____ Date of Incorporation _____ State _____

Email _____ Type of Business Corporation Partnership Sole Proprietor

Contact Person(s) _____ Business Hours _____

Other Locations _____

Contractors License # / Federal ID # / Social Security # _____

Owner/Principal _____ Drivers License# _____

Address _____

References _____

BARTER SYSTEMS is authorized to issue identification Cards to:

1. _____ 2. _____ 3. _____ 4. _____

PRODUCTS / SERVICES AVAILABLE

NEEDS & WANTS (Be as specific as possible)
Business Personal

Servicing MD DC VA

CATEGORY IN DIRECTORY _____

OTHER ITEMS TO TRADE _____

I hereby authorize Barter Systems, Inc. to bill my Visa Master Card AMEX , Account for cash fees assed to my BSI Account.

Card # _____ Exp. Date _____ Name on Card _____

Applicant Signature & Title _____ **Date** _____

Interviewed by _____ Barter Exchange Officer _____

BARTER SYSTEMS, INC. TRADING POLICIES AND PROCEDURES

Client, as well as all individuals and other entities liable hereunder, do hereby agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its conflicts of law provisions, that any suit involving any dispute or matter arising under this Agreement shall be brought in any Maryland State Court having jurisdiction over the subject matter, and that the proper venue shall be Montgomery County, Maryland. Furthermore, client, as well as all individuals and other entities liable hereunder, hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding, and do hereby waive a jury trial.

A. Buyer must have a signed identification card or BSI scrip to make a purchase.

B. Certain items may be available--on a limited basis only. BSI can only offer those products and services which its clients make available to the system.

C. An authorization must be obtained from BSI for each purchase.

D. Products and or services are to be traded at fair market prices. BSI has the right to investigate any complaint of overpricing. Violation may subject the Client to suspended trading, adjustment to the transaction involved or termination.

E. Purchases by Clients will be limited to the amount of trade dollars accrued to their accounts unless secured by collateral and approved by an officer of BSI. Client grants to BSI, the right and power to make trade dollar loans to any client on terms and conditions consistent with the Client's credit status and the ability to repay the loan. Interest of .8% in trade will be charged to accounts with a deficit trade balance as of the end of each month.

LIABILITY FOR TRADE DOLLARS

Client acknowledges that trade dollars in the trade exchange (positive balances) are the liabilities of persons who have spent more than their earnings (negative balances); that there is a creditor/debtor relationship between such persons, and that trade transactions incur the nominal business risks associated with any credit transactions. BSI is not responsible for negative balances of clients, but shall have full responsibility for all trade dollars that it uses like any other client on the trade exchange.

F. Client may request to have their account places on hold under the following condition (a) the account is in a positive trade status, (b) sufficient notice is given to BSI and (c) the account is not on the suspended trading list.

G. Trade dollars shall not be considered legal tender, securities, or commodities by either BSI or its clients or redeemed for cash.

H. Memberships may not be transferred or sold without BSI approval.

I. A \$25 cash credit applied to current or future transaction fees. will be given to Clients who sponsor a NEW Client that Joins BSI.

J. Trade transactions are entered into on a voluntary basis between Clients. Although BSI may give referrals as a service to its Clients, BSI assumes no responsibility for the quality, timely delivery, warranty or dispute of any nature between Clients with regard to any product or service being traded. BSI is functioning in a brokerage capacity and Client does hereby indemnify and hold BSI harmless with respect to any claim, debt or liability whatsoever, arising out of trade transactions wherein Client is a buyer or seller. This shall include but not be limited to, professional malpractice claims, contractor/client disputes or claims of product liability. It is understood that Client may not be considered a creditor of BSI or Clients of the exchange in relation to Client's ability to spend Trade Dollars from his or her account.

K. The collection, declaration and reporting of all applicable local, state and federal taxes resulting from trade transactions rests solely with the Client. Barter sales are taxable events.

L. Cash transaction fees resulting from client purchases are due and payable upon receipt of the monthly statement. BSI RESERVES THE RIGHT TO SUSPEND ALL TRADING OF CLIENTS WHOSE FEES ARE NOT PAID BY THE 30th OF THE MONTH IN WHICH THE STATEMENT IS RECEIVED. All cash transaction fees that remain unpaid beyond the end of the month that they are due, will be assessed an additional service fee of 1% per month on the fee amount that is outstanding. Cash transaction fees on trades of 5000 trade dollars or more are due and payable in advance. BSI reserves the right without notice to Client, to suspend client's trading privileges until the account is current.

M. Client or BSI may cancel this Agreement after 30 days written notice. Upon cancellation, all trade dollars due Client must be spent within 90 days on products and serv1ces available through BSI. Any trade remaining in Client account after the 90 days will revert back to BSI. Any outstanding balance due BSI must be paid in full within 30 days, in cash. In the event this obligation is referred to an attorney, with or without suit, Client agrees to pay, in cash, BSI's attorney's fees and costs.

N. BSI may, at its option, request advance payment of Client Transaction fees. Outstanding fees and fees on the trade balance, are due in advance of any spend out. Client agrees that in any dispute where BSI is suing Client to collect fees or negative trade balance credits (trade dollars), the exchange rate for each BSI trade dollar owed is equal to one U.S. Dollar.

O. If, after one year, an account has not had any activity (buy or sell), and the account remains with a zero balance, BSI shall have the right to close that account. Client acknowledges that, from time to time. Client firms will cease doing business. abandon or otherwise exit the BSI network leaving a debt or credit balance in their trade account. Further, BSI maintains an account termed Debt Reserve', wherein the debt or credit balances are charged or credited. If BSI loses contact with an account due to a disconnected telephone and/or continued returned mail, and the Client has not attempted to notify BSI of this change of status. BSI will close the account after 60 days and credit any trade dollars to BSI's Debt Reserve account.

P. All sales made in the BSI showroom to BSI clients would require the sales tax (all purchases) and transaction fee (purchases over \$100TD) to be paid at point of sale. The BSI return policy on showroom purchases is 14 days from date of purchase.

Q. Retention and or use of the BSI Barter Card constitutes acceptance of the Agreement with all terms and conditions as a Client of BSI. BSI shall give 30 days' notice of policy changes deletions or additions.

R. Major construction and other long term trade projects should have all estimates in written form. The seller can request an initial deposit, with a phased payment schedule thereafter based upon the satisfactory completion of each part of the project.

S. Client's monthly statement will be considered accurate as printed unless the BSI accounting department is notified of any discrepancy within 14 days of receipt. BSI will charge client a Research Fee of 5TD's per statement for all additional copies of monthly statements. If this request is not directly related to a disputed item appearing on client account.

T. Direct trades between clients to avoid transaction fees are prohibited, and if consummated, are subject to BSI's cash transaction fee on both sides, payable on demand. Such trades may also result in suspension or termination of this Agreement.

U. BSI may place a Clients' account on hold or cancel this Agreement if one or more of the following situations exist.

1. BSI has received 2 written complaints on a given Client for proof of poor performance or attempting to charge in excess of Client's retail prices.
2. Client has committed fraud, either on other Clients or against BSI.
3. Client is not following his/her contractual agreement with BSI.
4. Client has exhibited unprofessional behavior in dealing with BSI staff or in the conduct of trade with other BSI Clients.

V. A 4% trade booking fee will be included on all transactions involving local Clients purchasing travel, from exchanges other than BSI. A \$25 cash cancellation charge will be assessed to Clients for reservations that are confirmed and then canceled. In addition, a minimum trade charge of one night's room rate may be added.

W. Any payment checks returned to BSI for insufficient funds or any other financial deficiency, will be assessed a \$30.00 cash fee. Requests for replacement BSI cards because they were lost or stolen, will carry a 10TD cost per card.

X. In the event the Exchange were to terminate or otherwise cease doing business: (1) The aggregate credit/debit balance of the Member Debt and Forfeitures Account would be credited/debited pro rata among all Exchange client accounts and (2) all member businesses with negative trade account balances will pay amounts they owe in cash into a fund. The fund, less expenses, will be distributed pro rata to all clients who have positive trade account balances. Thus, all member businesses with positive trade balances will receive cash for their trade dollars to the extent that the funds permit. BSI shall not be liable to any Client or person for cash/trade dollars beyond the distribution of such funds as aforesaid.

If this agreement is canceled by a BSI client. there shall not be any refund of transaction fees or membership fee.

May 2007

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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 the "Name" line 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.

Social security number									

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

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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 a percentage 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.

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

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/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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, 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. 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. You can get Forms W-7 and SS-4 from the IRS by visiting 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 item 1, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

*Note. 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, 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.

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 Publication 4535, Identity Theft Prevention and Victim Assistance.

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. You may also report misuse of the IRS name, logo, or other IRS 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 (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. 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.