



R4 Logistics

Carrier Package

This Carrier Package includes the following documents:

Carrier Guide for Qualification – use as your checklist for carrier requirements
Carrier Profile Sheet
Payment Policy and Proof of Delivery Requirements R4
ACH Payment Form
R4 company info
Broker/Motor Carrier Agreement
Blank IRS Form W-9

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for R4 Logistics, LLC. We offer excellent opportunities for you to grow your business through R4 Logistics' competitive rates, prompt settlements and networking with our large group of R4 Logistics partners. To quickly move the approval process along, please note the following items that are necessary to complete the process:

- Completely fill out our **Broker/Motor Carrier Agreement**. This agreement must be returned with the "CARRIER" signature block page completed and signed.
- Fill out and return our **Carrier Profile Sheet**, which helps us identify loads that are appropriate for your fleet and capacity.
- Return a copy of your **Authority**.
- Have your insurance company add R4 Logistics, LLC, 5260 Safe Harbor Way, Salisbury MD 21801 as a certificate holder on your policy. Your insurance agent must sign the proof of insurance certificate and send directly to us. PLEASE NOTE: The certificate MUST BE SIGNED. Please indicate whether cargo coverage is All Risk or Broad Form.
- Your cargo and liability documents with the following amounts:
 - **Auto Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000 per occurrence (\$2,000,000 for Canadian coverage)
 - **Motor Truck Cargo** in the amount of \$100,000 per occurrence (\$200,000 for Canadian coverage)
 - **Worker's Compensation & Employers Liability Insurance** in the amount of \$500,000 (or greater amount if legally required)
 - **General Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000 per occurrence

When Completed, Please Return by Fax to: 410-970-4762, or E-mail
operations@R4logistics.com (preferred).

- Your **Form W-9** for taxpayer identification. Form W-8 is required for Canadian carriers and is not included in this packet. Canadian-based carriers please request Form W-8 when needed. Form W-9 is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. A blank form is also included at the end of this packet.

- Other Information (if applicable):
 - Copy of your Hazardous Materials Registration
 - Canadian authorities your company holds

- To be approved as a carrier for R4 Logistics, your DOT Safety Rating must be Satisfactory. If you show a Conditional rating or are not rated in the SAFER database, we may qualify you based on your CSA-SMS data.

We look forward to working closely with you while building a strong working relationship and helping you fill your capacity with high quality, profitable loads. Above all, we ask you to communicate with us where we can improve and share with us your satisfaction when we are able to demonstrate exceptional service and expertise.

Thank you,

Your R4 Logistics

When Completed, Please Return by Fax to: 410-970-4762, or E-mail
Operations@R4logistics.com (preferred).

****This carrier package applies to all carriers hauling for: R4 Logistics, LLC**

R4 Logistics

Carrier Profile Sheet

MC #: _____ DOT #: _____ State Permit #: _____

Carrier Name: _____ Email Address: _____

Physical Address: _____

City _____ State _____ Zip _____

Please Remit Payment to: _____

Mailing Address: _____

City _____ State _____ Zip _____

Current DOT Safety Rating (None, Satisfactory, Conditional, Unsatisfactory): _____ Federal Tax ID # _____

Company Type: Corporation LLC Partnership Sole Proprietorship Other _____

Are you Haz-Mat Certified? _____ (include certificate)

Communication with Drivers: Cell Phone Satellite Pager Computer Other _____

Telephone #s: Local: _____ Cell / After Hours: _____

Toll Free: _____ Fax: _____

Contacts: _____

How would you like loads tendered to you: Email Fax Phone To: _____

Owner/Officer of Company _____ Title _____

Company Manager _____ Title _____

Dispatcher(s) _____

Drivers and Equipment

of Company Drivers _____ # of Owner-Operators _____ # of Tractors _____

Trailer Type	Trailer Length	Number of Units
Dry Van		
Dry Van / Air Ride		
Reefer		
Flatbed		

Signed this _____ day of _____, 20____ By: _____

Title: _____

R4 Logistics

Carrier Payment Policy and Proof of Delivery Requirements

To avoid any delays in our payment to you, we have created the following Payment and Required Proof of Delivery Policy.

Standard Pay in Full

- R4 Logistics's payment terms are **net 30 days** from the date R4 Logistics receives **all of the following documents**:

1. **Your invoice – must match the signed rate confirmation exactly**
2. **The original or a legible copy of the signed proof of delivery**
3. **The final, signed rate confirmation(s) – must match invoice**
4. **All reimbursable receipts**

- You may submit the above documents via email to: operations@R4logistics.com

- Or you may fax to: **410-970-4762**

- Mail

R4 Logistics, LLC
PO BOX 3655
Salisbury, Maryland 21802

- Overnight

R4 Logistics LLC
5260 Safe Harbor Way
Salisbury, Maryland 21801

Attention: Accounts Payable

Quick Pay in Full (Factored Invoices are NOT Eligible)

We offer Quick pay through our factoring Company Interstate Capital.

1. BOL and all above supporting paperwork received before 2:00EST. Payment will be deposited ACH, or mailed 48 hours after the next business day. There is a fee of 4% for this service.

Fuel advance-

2. \$35.00 plus the transmission fee: Comchek \$25.00, wire \$20.00

Other Items to Note

- All Accessorial charges must be stated in the original, signed rate confirmation or agreed to in a subsequent written and signed rate confirmation.
- Unauthorized delays in the pickup or delivery of the load may be charged back to you.
- A minimum charge of \$100 shall apply for any appointment(s) you miss.
- **You are prohibited from subcontracting any R4 Logistics Loads to any other carrier or broker.**
 - If you do, we reserve the right to pay the delivering carrier directly and you will remain primarily liable as provided in our Broker/Motor Carrier Agreement.

Questions regarding payment of your invoice should be directed to:
410-384-6943, Or operations@R4logistics.com

ACH FORM

Vendor Information

Name:		Federal ID#	
Address:			
City:		State:	Zip:
Email Notification:			

Bank Information

Account Type	Checking		Savings		Other	
Bank Name						
Bank Routing No						
Bank Account No						

Attach One Of The Following (Check One)	Voided Check		Bank Letter Specification	
--	-----------------	--	------------------------------	--

PLEASE ENROLL ME IN SELECT TRUCKING CARRIERS ACH PROGRAM. I AUTHORIZE SELECT TRUCKING CARRIERS AND THE BANK LISTED ABOVE TO DEPOSIT PAYMENT INTO MY ACCOUNT AS INDICATED. THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL I HAVE GIVEN WRITTEN NOTICE TO TERMINATE THIS SERVICE. IT IS MY RESPONSIBILITY TO NOTIFY SELECT TRUCKING CARRIERS OF ANY CHANGES MADE TO MY ACCOUNT. I UNDERSTAND THAT I MUST ALLOW REASONABLE TIME FOR MY INSTRUCTIONS TO BE EXECUTED.

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

R4 Logistics

INFO SHEET

OPERATING AND FINANCIAL INFORMATION – R4 Logistics, Inc.

Founded 2017
D-U-N-S #:08-063-6336
Surety Trust Fund JW Surety Bond Consultants. Customer # 192232
Type.....LLC – Privately Held
Insurance The Travelers Insurance Co.
State of IncorporationDelaware, United States
Corporate Offices.....Salisbury, Maryland
NAICS 488510 – Freight Transportation Arrangement
SCAC.....RFRO
Broker Authority – R4 Logistics, LLC MC# 021046 DOT# 2995125
Office Network Nationwide

MANAGEMENT TEAM

Chief Executive OfficerRay Smith
Chief Financial Officer Susan Smith

About the owners:

Ray Smith has been involved in Sr Management at Lowes, UPS, Trinity Logistics, and ICAT Logistics. With over 30 years of leadership experience, Mr. Smith is a supply chain, Logistics solutions veteran who values collaborative relationships with Customers and Carriers alike. Ray and Susan have 4 children and live in Salisbury Maryland with their son Hunter.

TRADE REFERENCES

Carrier	MC#	Contact Name	Telephone / Fax
Nutter Transportation		Bill Nutter	443-771-2719
Nolan Transportation		Melanie Weisman	470-282-2771
Select Carriers		Tanya Gwinn	949-365-0774

FINANCIAL INSTITUTIONS

For Credit & Depository Inquiries:
Bank of Delmarva
1206 Nanticoke Road
Salisbury, Maryland 21801
410-546-2100; Attn Marcia Dayton

Factoring Partnership
Interstate Capital Corp.



R4 Logistics, LLC Carrier Agreement

This Agreement shall govern the services provided by _____, a licensed and authorized motor carrier pursuant to USDOT # _____ & Docket No. MC# _____ (hereinafter referred to as "Carrier") and **R4 Logistics, LLC**; Delaware LLC, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No: MC# 021046, DOT # 2995125. Broker and Carrier agree that *notwithstanding other provisions, carriage documents or regulation to the contrary*, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

1. **Broker Status.** Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

1.1 **Carrier Status, Rights and Responsibility.** Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

1.2. **No Right to Lien or Delay Release of Cargo or Equipment.** Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.–

1.3. **Waiver of Rights.** Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

1.4 **Sub-Contract Prohibition.** Carrier expressly agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under this agreement. In addition to the indemnity obligation reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

1.5 **Authorities and Licenses; Compliance with Laws.** Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses),

and any representations or contractual clauses required thereby will be incorporated by reference or by operation of law in this Contract.

2. **Booking Confirmation.** Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).

3. **Compensation.** Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation..

3.1 **Payment of Invoices.** Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from other parties, to include the shipper or consignee.

4. **Insurance.** Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$100,000 per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

5. **Carrier Moving Perishables.** Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

6. **SHIPPING DOCUMENT EXECUTION.** Carrier is to be named on the bill of lading as the "carrier of record."

7. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. **Carrier's Cargo Liability.** Carrier assumes full liability for the greater of replacement cost or invoice value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broker seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

8.1 **Salvage Claims.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. Governing Law; Consent to Jurisdiction and Integration. This Contract will be construed, to the extent not preempted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defense of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification under Section 7 may be effected in the courts where third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

9.1 Safety Rating. Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

10. Confidentiality Obligations. Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1. Nonsolicitation of Customers. During this Contract's term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker's prior written consent if (a) that Customer first became known to Carrier as a result of Broker's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US \$250 per shipment, for transportation services provided by Carrier to such Customer.

11. Savings Clause. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

R4 Logistics, LLC

Ray D Smith, President/CEO



Signed:

Date:

CARRIER: _____

By-Title: _____

Signed: _____

Date: _____

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.