



J&S Transportation, LLC Carrier Documentation Packet

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Carrier Requirements:

1. All pages of Carrier Contract **SIGNED & INITIALED** on an annual basis.
2. Completed Company Profile
3. W-9 Form
4. Copy of Operating Authority
5. A certificate of insurance for cargo and liability from your insurance company listing J&S Transportation as an additional insured
6. A "Satisfactory" Safety Rating from the FMCSA
7. *Copy of Worker's Compensation coverage or copy of exemption or letter stating exemption status*

If there are any questions concerning these requirements, contact our office at **(406) 259-1528**. Please fax back to **(406) 254-2759** or **(406) 869-1718** or email to MaryAnn at maryann@jandstransport.com . A rate confirmation **CANNOT** be issued until all of these items have been returned to us.

Check out our website at www.jandstransport.com

J&S Transportation, LLC
PO Box 31292
Billings, MT 59107



J&S Transportation, LLC CARRIER PROFILE

COMPANY NAME: _____

MC# _____ DOT# _____ FEIN ID # _____

CONTRACT OR COMMON _____ BROKERAGE _____ INCORPORATED? _____

(Federal law requires us to have your FEIN# on file, or initiate backup withholdings on any payments we make to you.)

PHYSICAL ADDRESS

MAILING ADDRESS

PH #: _____

FAX: _____

DISPATCH CONTACT NAMES

PRESIDENT

OPERATIONS MANAGER

of TRUCKS _____ #Hotshots _____ GPS TRACKING- YES / NO

OTHER EQUIPMENT _____

EMAIL ADDRESS: _____



Transportation

J&S Transportation, LLC CREDIT INFORMATION

Mailing Address:

J&S Transportation, LLC
PO Box 31292
Billings, MT 59107

Phone: 406-259-1528

Fax: 406-254-2759

Type of Business: Trucking Company & Transportation Brokerage

LLC Formed: State of Montana 2000

MC # 394293-B **US DOT#** 911585

Federal ID# 81-0533188

Dun & Bradstreet # 80807475

Gross Annual Sales: \$6 Million

Officer: Scott Chesarek – Managing Member / Owner

Bank References: Yellowstone Bank, Billings, MT

Contact: Zack Dunn 406-248-3600

Surety Bond: Yellowstone Bank

Trade References

Spider Transport, Inc
Salt Lake City, UT
800-708-6079
Jeff Schoenenberger

Continental Transport, Inc
Brighton, CO
303-655-8499
Ronnie Edwards

Rimrock Auto Group
Billings, MT
406-651-5200
Ernie Lee

Kendall Auto Group
Eugene, OR
509-521-1252
TJ Rodriguez

Montana Peterbilt
Billings, MT
406-252-5667
Chip Schoening

Dealer's Auto Auction Northwest
Spokane, WA
509-244-4500
Bunny Larsen

CONTRACT CARRIER AGREEMENT

This Contract Carrier Agreement (the "Agreement") by and between J&S Transportation, LLC of P.O. Box 31292, Billings, Montana 59107 ("Broker") and

_____, of _____ ("Carrier")

is entered into this _____ day of _____, 20_____.

Recitals

- A. Broker desires to hire Carrier to transport motor vehicles
- B. Carrier desires to provide the requested services to Shipper and has obtained the appropriate authority for providing the requested service to Broker.
- C. The parties, both of whom possess the requisite authority to provide the services required by this Agreement, enter into this Agreement upon terms which are mutually agreeable.

Terms and Conditions

The parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into this Agreement as if set forth in full.
2. Effective Date and Term. This Agreement shall be effective as of the date appearing above and shall continue for a period of one year from such date. After such period, the Agreement shall continue on a month-to-month basis unless terminated by either party upon thirty days' written notice. Either party may terminate the Agreement immediately in the event of illegal conduct or a material breach of the terms of the Agreement by the other party.
3. Rates and Charges. Carrier shall receive, as compensation for transportation provided under this Agreement, the rates and charges as agreed by Carrier and Broker per shipment and as set forth in the attached Exhibit A [load confirmation]. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contract shall be reduced to writing, in substantially the form set forth in the attached Exhibit A, and signed by authorized parties prior to actual movement of freight by Carrier. Such oral agreements and supplemental written agreements as to rates and charges shall become a part of this Agreement as if set forth in full. Signed written agreements may be transmitted between the parties by a fax or by mail.

Carrier shall be paid as per the attached Exhibit A[load confirmation]. The Carrier's freight bill, upon verification and acceptance by Broker, will serve as written confirmation of the actual charges to be paid by Broker.

Carrier agrees that it shall not bill the consignor/ consignee or any third party directly nor shall it accept payment from a consignor/consignee or any third party for providing the transportation under this Agreement. Carrier shall invoice Broker for the prescribed charges and shall forward to Broker, along with the invoice, a signed delivery receipt and any other documentation required by Broker for each shipment listed on the invoice for which Carrier seeks payment.

Broker agrees to pay Carrier for the applicable freight charges under this Agreement within thirty (30) days of receipt of required paperwork; provided, however, in the event that a dispute arises concerning the Carrier's services provided under this Agreement, or any other agreement between Broker and Carrier, Broker is authorized to withhold the amount claimed as due by its customers, clients, consignors/consignees until such dispute is resolved. Broker shall not be restricted to withholding money solely from freight charges related to the disputed services, but may withhold appropriate sums from any and all freight charges due from Broker to Carrier. Broker shall be entitled to either pay directly to the customers, clients, consignors/consignees the amount claimed as due by them and withheld from Carrier's freight charges or deposit the disputed amount into court, at Broker's sole discretion. This provision shall survive the termination of this Agreement.

4. Distinct Needs of Broker. The transportation services provided by Carrier specified herein are designed to meet the distinct needs of Broker. These include a need for confidential unpublished rates due to competition, flexibility in day-to-day rate making due to market fluctuations, and the flexibility to utilize Carrier's equipment due to fluctuations of Broker's clients or customers volume shipments on a daily basis.

5. Retaining of Broker. Carrier hereby retains the services of Broker as its agent for the solicitation and dispatch of freight available for transportation by motor vehicle with full power and authority to act in Carrier's behalf for the sole purpose of securing freight and accepting payment for transportation. Carrier authorizes Broker to invoice shipper, receiver, consignor or consignee for freight charges as an agent for and on behalf of Carrier. Broker is authorized and empowered to keep any amount over the charges agreed to with the Carrier as its commission and fee. Payment for the freight charges to Broker shall relieve shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment charges.

6. Carrier's Obligations. Carrier agrees that:

a. It will provide all necessary facilities, equipment, properly licensed drivers and personnel to perform its services in a safe and efficient manner. Carrier shall have sole and exclusive control over the manner in which Carrier and its employees or contractors perform any transportation service under this Agreement;

b. All freight tendered to carrier through the Broker shall be transported on equipment operated only under the authority of Carrier and the Carrier shall not in any manner subcontract, broker, or in any other form arrange for the freight to be transported by a third party without the specific written consent of Broker;

c. Carrier shall, on each movement, issue a uniform (standard) Bill of Lading and the traffic shall move under the terms and conditions of the Bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims. Bill of Lading must be in the carriers name.

d. Carrier shall be responsible for the proper loading/unloading and securing of cargo. Carrier shall ensure that all persons operating powered industrial trucks are properly trained and certified in accordance with OSHA standards.

7. Insurance. Carrier agrees to maintain at its cost the insurance coverage set forth below at all times during the term of this Agreement:

a. Cargo - Three Hundred Fifty Thousand Dollars (\$350,000.00) minimum, with a higher amount if necessary to provide full coverage for the shipment, with the Broker named as an additional insured and waiver of subrogation providing for at least ten (10) days' notice of cancellation;

b. Comprehensive General Liability - of at least One Million Dollars (\$1,000,000.00), with the Broker named as an additional insured and providing for at least ten (10) days' notice of cancellation;

c. Automobile Bodily Injury and Property Damage Insurance - of at least One Million Dollars (\$1,000,000.00), with the Broker named as an additional insured and providing for at least ten (10) days' notice of cancellation; and

d. Workers Compensation Insurance as required by the laws of the states in which the transportation services shall be required. Broker, or any party represented by Broker, shall not have any responsibility to either defend any workers compensation claim which may arise due to Carrier's operations under this Agreement or to pay any awards resulting from such claims.

8. Taxes and Insurance. Carrier agrees to assume all responsibility for, and shall pay, state and federal taxes and insurance (including, but not limited to, workers compensation, unemployment compensation, disability, old age pension and Social Security insurance) and any other similar financial obligations arising out of transportation under this Agreement.

9. Assumption of Liability and Indemnification. Carrier assumes all liability for loss, damage, injury or delay as is assumed by an interstate motor common carrier. Carrier shall be liable for damage to or loss arising out of any services provided under this Agreement, or any other agreement between Broker and Carrier, which are receipted for by Carrier or its agent as being received in good order and condition. Such liability shall begin at the time freight is

accepted by Carrier and shall continue until said freight is delivered to the designated consignee at the required destination. Liability shall be for the full value of the item which shall be understood to mean the replacement cost of the lost or damaged items(s).

Carrier shall indemnify and hold harmless Broker and parties who Broker represents and consignors/consignees of shipments moving under this Agreement, or any other agreement between Broker and Carrier, without limitation, from and against all costs, including attorney fees and all loss, damage, fines, expense, actions and claims of any party where such costs, losses, damage, fines, expenses, actions or claims arise or allegedly arise from the acts or omissions of Carrier. Carrier agrees, without limitation, that it shall provide counsel approved by Broker to defend any and all actions or claims asserted against Broker, parties represented by Broker and/or consignors/consignees of shipments and arising out of or related to this Agreement, or any other agreement between Broker and Carrier. Carrier agrees to pay all claims, judgments, attorney fees and costs of any litigation brought against Broker, parties represented by Broker and/or consignors/consignees of shipments moving under this Agreement, or any other agreement between Broker and Carrier. This provision shall survive the termination of this Agreement.

10. Confidentiality. Neither party shall divulge to any third party the terms of this Agreement nor any proprietary information derived in the course of performance of this Agreement.

11. Non-solicitation. Carrier agrees not to solicit any customer that it comes in contact with as a result of Broker's efforts and in the event Carrier does solicit and transport freight for such customer, Carrier will pay Broker 15% of all gross revenue for a period of 18 months as liquidated damages sustained by Broker and not as a penalty or forfeiture, it being expressly agreed that damages to be suffered by Broker in the event of such action by Carrier are difficult to ascertain.

12. Waiver of Jurisdiction and Venue. Carrier agrees that this Agreement subjects it to the jurisdiction of the courts of the State of Montana and hereby waives any objection to the jurisdiction of the Courts of Montana. Carrier further agrees that the venue for any action arising out of this Agreement shall be Yellowstone County, Montana.

13. Controlling Law. This Agreement shall be controlled and governed by the laws of the State of Montana.

14. Attorney Fees. In the event that a dispute arises between the parties to this Agreement, the prevailing party in any action, including appeals, to enforce or interpret the provisions of this Agreement, including indemnification provisions, shall be entitled to recover costs, reasonable attorney fees and paralegal fees.

15. Relationship. The relationship of the parties shall be at all times that of an independent contractor, except that Broker shall be the agent of Carrier for the sole purpose of collection of charges.

16. Severability. In the event that any provision of this Agreement is void, invalid or unenforceable under any federal, state or local law, regulation or ordinance, the remainder of the contract shall remain in effect and binding on the parties.

17. Further Assurance and Maintenance of Records. The parties shall execute and deliver such additional documents as are necessary or convenient to perform this Agreement. Copies of this Agreement, any amendments and any and all other written notices between the parties shall be maintained by each party during the term of this Agreement and for at least three years thereafter.

18. Corporate Approval. The Broker and Carrier represent and warrant that the person executing this Agreement and any associated addendum is authorized to act on their behalf and that all necessary corporate approval has been obtained.

19. Modification. The terms of this Agreement shall not be modified except by a written agreement executed by both parties.

20. Counterparts and Facsimile Signatures. This Agreement, and any associated addendum or exhibits, may be executed in counterparts. A facsimile signature shall be as effective as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed by their duly authorized representatives on the day and year first above written.

BROKER:

J & S TRANSPORTATION , LLC

By: _____

Title: _____

CARRIER:

By: _____
(Authorized Signature)

Title: _____

PM-31
(Rev. 1/95)

SERVICE DATE
November 24, 2000

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

PERMIT

MC 394293 P

J & S TRANSPORTATION, LLC

BILLINGS, MT, US

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

Terry Shelton, Acting Director
Office Data Analysis & Information Systems

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
June 11, 2013

DECISION

MC-394293-B
J & S TRANSPORTATION, LLC
BILLINGS, MT

REINSTATEMENT OF AUTHORITY

On November 05, 2007, J & S TRANSPORTATION, LLC, was notified that its broker license was revoked by the Federal Motor Carrier Safety Administration.

J & S TRANSPORTATION, LLC, has now filed a written request for reinstatement of the authority and has submitted evidence of compliance with 49 U.S.C § 13906 and 49 CFR 387.

It is ordered:

The broker license evidenced in Docket No. MC-394293-B is reactivated. The effective date of the reinstatement of this authority is shown below.

Decided: June 11, 2013
By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Division Chief
Office of Registration and Safety Information

REI

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement

FORM BMC-85

Filer FMCSA Account Number: 26110

License No. MC- 394293-B

KNOW ALL MEN BY THESE PRESENTS, that we, J & S Transportation, LLC
(Name of Broker or Freight Forwarder)
of PO Box 31292 Billings Montana 59102-1292
(Street) (City) (State) (Zip)
as TRUSTOR (hereinafter called Trustor), and Yellowstone Bank
(Name of Trustee)
a financial institution created and existing under the laws of the State of Montana as TRUSTEE (hereinafter called Trustee)
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Montana, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 18th day of November, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 18th day of November, 2013.

TRUSTOR

J & S Transportation, LLC

COMPANY NAME

PO Box 31292

Billings

STREET ADDRESS

CITY

Montana

59102

406-259-1528

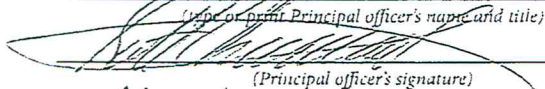
STATE

ZIP CODE

TELEPHONE NUMBER

Scott Chesarek, President

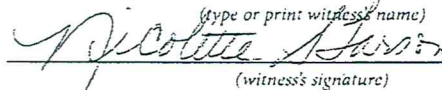
(type or print Principal officer's name and title)



(Principal officer's signature)

Nicolette S. Larson

(type or print witness's name)



(witness's signature)

TRUSTEE

Yellowstone Bank

COMPANY NAME

3010 3rd Avenue North

Billings

STREET ADDRESS

CITY

Montana

59101

406-248-3600

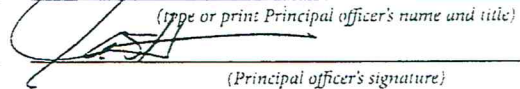
STATE

ZIP CODE

TELEPHONE NUMBER

Jay S. Harris, President

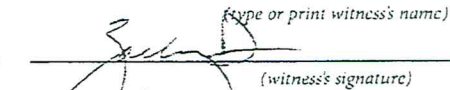
(type or print Principal officer's name and title)



(Principal officer's signature)

Zachary J. Dunn

(type or print witness's name)



(witness's signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C.

13906(b) and 49 CFR 387.307, effective as of the _____ day of _____,

_____, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative
of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

(affix Trustee seal)

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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) J&S Transportation, LLC P.O. Box 31292 Billings, MT 59107
	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.

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								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- 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. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Worker's Compensation Exemption Sheet

If you do not carry worker's compensation, please complete the following and return with the packet. If you do carry it, please send proof of coverage.

Please complete all sections.

Date: _____

Company Name: _____

Address: _____

To Whom It May Concern:

According to the laws in the state of _____ (your state),

_____ (company name) is not required to carry Worker's
Compensation coverage because (explain below)

Signature: _____

Printed Name: _____

Title: _____