

# AGREEMENT COVER SHEET

City Manager's Office  
701 Laurel Street, Menlo Park, CA 94025  
tel 650-330-6620




Contract #: 2099		
Project Manager: Matt Milde	Department: Community Services	Date: 5/2/2017
<input checked="" type="checkbox"/> Time Sensitive <input checked="" type="checkbox"/> New Agreement <input type="checkbox"/> Attest Only <input type="checkbox"/> Amendment    Choose an item.		
First Party: Abilities United	Type of Agreement: Professional Services	
Agreement or Project Title: CSD Retreat Activity and Discussion Leader – 4/21/2017		
Purpose: Activity and discussion leader for meditation session for 2017 CSD Staff Retreat.		
Agreement Amount: \$ 250.00	Begin Date: 4/21/2017	End Date: 4/21/2017
Approved Budget: \$300	Budgeted YR: 16/17	Available Budget: \$300
Account/Funding: 100-31002-8000-5322 100-31004-9100-5322	Account/Funding: 100-31001-5322 100-31006-5322	
Required Approval: <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Manager <input type="checkbox"/> City Council		
<input type="checkbox"/> Language Modifications <input type="checkbox"/> Approved by City Attorney		
Summary of Modifications:		
Attachments: <input type="checkbox"/> Three (3) Copies of Agreement <input checked="" type="checkbox"/> Receive an electronic copy of the executed Agreement <input type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Request to forward PO/Check Req to Finance <input type="checkbox"/> Prior Agreement/Amendments(s) for reference <input type="checkbox"/> Other/Comment _____ <input checked="" type="checkbox"/> PO/Check Req		

Approval:

  
\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
City Attorney

Budget/Finance

Routing: Department, City Clerk, City Attorney, Finance, (City Manager), City Clerk, Department

Revised 20160829

# PROFESSIONAL SERVICES AGREEMENT

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6600



Contract #: 2099

## AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND ABILITIES UNITED

THIS AGREEMENT made and entered into at Menlo Park, California, this 13th day of April, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and ABILITIES UNITED, hereinafter referred to as "FIRST PARTY."

It is agreed between the CITY and FIRST PARTY as follows:

### 1. SERVICES TO BE PERFORMED BY FIRST PARTY

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services for the City of Menlo Park as set forth in Exhibit "A", Scope of Services, attached hereto.

### 2. AGREEMENT TERM

The term of this agreement shall be from April 21, 2017 to April 21, 2017 unless mutually agreed upon by CITY and FIRST PARTY in writing.

### 3. COMPENSATION AND PAYMENT

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A". Payments shall be monthly for the invoice amount or such other amount as approved by CITY. City shall have the discretion to approve the invoice and the work completed statement. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges. In the event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed \$250 unless mutually agreed upon in writing by the CITY and FIRST PARTY.

### 4. RELATIONSHIP OF THE PARTIES

FIRST PARTY agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City of Menlo Park and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.

## 5. INSURANCE AND INDEMNITY

### 1. General Liability Insurance:

FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars (\$1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than One Million Dollars (\$1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars (\$1,000,000) per occurrence in respect to damage to property. CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy. FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work.

### 2. Automobile Liability Insurance:

The FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars (\$300,000) property damage. To the full extent permitted by law FIRST PARTY agrees to defend, indemnify and hold CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability for damages caused by contractor's negligent performance of services under this Agreement.

### 3. Professional Liability Insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

## 6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of CITY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

## 7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this Agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by FIRST PARTY under this Agreement shall become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

## 8. WORKER'S COMPENSATION INSURANCE

FIRST PARTY agrees and understands that the CITY does not provide Worker's Compensation Insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

## 9. PAYMENT OF PERMITS/LICENSES

FIRST PARTY shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

**10. NON-DISCRIMINATION**

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. FIRST PARTY shall ensure full equal employment opportunity for all employees under this Agreement.

**11. RETENTION OF RECORDS**

FIRST PARTY shall maintain all required records for three years after the CITY makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the CITY, a federal agency, and the State of California.

**12. MERGER CLAUSE**

This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the CITY. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

This Agreement is not valid until signed by both parties.

**FIRST PARTY:**

*Charlie Weinstz*

Signature

*4-18-17*

Date

*Charlie Weinstz*

Name

*CEO*

Title

*94-1546643*

Tax ID#

**APPROVED AS TO FORM:**

*[Signature]*

William L. McClure, City Attorney

*5/3/17*

Date

**CITY OF MENLO PARK:**

*[Signature]*

Signature

*4/24/17*

Date

Matthew L. Milde

Name

Recreation Coordinator

Title

**ATTEST:**

*[Signature]*

Pamela Aguilar, City Clerk, City of Menlo Park

*5.11.2017*

Date

## Exhibit A

**CITY:** City of Menlo Park  
**EVENT:** CSD Staff Retreat 2017

**FIRST PARTY:** Abilities United  
**VENDOR NUMBER:** N/A  
**ADDRESS:** 525 East Charleston Road  
Palo Alto, CA 94306

**SERVICE DESCRIPTION:** Abilites United will provide 40 minutes talking about and/ or providing activity related to working with people with autism as it relates to our programs such as childcare/ sports/ gymnastics/ play.

**DELIVERY DATE:** Friday, April 21, 2017  
**DELIVERY TIME:** 11:10 AM - 11:50 AM

**DELIVERY LOCATION:** Adobe Historic Building  
157 Moffett Boulevard  
Mountain View, CA 94043

**PAYMENT SCHEDULE:** \$250 after delivery

**ADDITIONAL DOCUMENTS:** N/A

**EXHIBIT PREPARED BY:** Justin Bell, Recreation Intern  
**DATE:** Friday, April 7, 2017

**NOTES:** N/A



ABILUNI-C1

MSUN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Bolton &amp; Company</b> 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(626) 799-7000</b>	FAX (A/C, No): <b>(626) 441-3233</b>
	<b>E-MAIL ADDRESS:</b> info@boltonco.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  <b>Abilities United</b> 525 East Charleston Road Palo Alto, CA 94306	<b>INSURER A : Nonprofits' Ins. Alliance</b>	
	<b>INSURER B : Cypress Insurance Co.</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse <input checked="" type="checkbox"/> Social Service Prof. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		201603497NPO	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Li \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			201603497NPO	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ABWC710571	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: CSD Staff Retreat 2017 - Friday April 21, 2017 - Adobe Historic Building 157 Moffett Blvd., Mt. View, CA  
 City of Menlo Park is named as additional insured per form CG2026 attached.

<b>CERTIFICATE HOLDER</b>  City of Menlo Park City Manager's Office 701 Laurel Street Menlo Park, CA 94025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Named Insured: Abilities United, Inc.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**CITY OF MENLO PARK  
CHECK REQUISITION**

VENDOR NO.: \_\_\_\_\_ DEPARTMENT NAME: CSD

PAYEE NAME: Abilities United DATE: 5/2/2017

ADDRESS: 525 E. Chareliston Road DATE CHECK IS NEEDED: Next Check Run

CHANGE Palo Alto, CA 94306 BLANKET/PURCHASE ORDER NUMBER: \_\_\_\_\_

<input type="checkbox"/>	PARTIAL PAYMENT
<input type="checkbox"/>	CLOSE P.O./B.O./C.O.
<input type="checkbox"/>	CONTRACT ON FILE
<input type="checkbox"/>	MANUAL CHECK
<input type="checkbox"/>	CHECK PICK UP

ZIP CODE: 94306-4247 CHECK PICK UP NAME: \_\_\_\_\_

TAX I.D. NO.: 94-1546643

VENDOR INVOICE NO.	INVOICE DATE (MM/DD/YY)	ACCOUNT NUMBER			AMOUNT	DESCRIPTION
		FUND	PROGRAM SERVICE	PROJECT ACCOUNT		
1 0417-PP-MP1	4/13/17	100	31002	5322	62.50	CSD Staff Retreat: Activity Leader - FY 16/17
2 0417-PP-MP1	4/13/17	100	31004	5322	62.50	CSD Staff Retreat: Activity Leader - FY 16/17
3 0417-PP-MP1	4/13/17	100	31001	5322	62.50	CSD Staff Retreat: Activity Leader - FY 16/17
4 0417-PP-MP1	4/13/17	100	31006	5322	62.50	CSD Staff Retreat: Activity Leader - FY 16/17
5						
6						
7						
8						
9						
10						
TOTAL PAYMENT REQUESTED:					250.00	

Justin Bell  
PREPARED BY



\_\_\_\_\_ PAYMENT AUTHORIZATION \_\_\_\_\_ FINANCE DEPARTMENT APPROVAL



Abilities United

525 E. Charleston Road  
Palo Alto, CA 94306-4247

# Invoice

Date	Invoice #
4/13/2017	0417-PP-MP1

<b>Bill To</b>
Menlo Park Community Services 701 Laurel St. Menlo Park, CA 94025

P.O. No.	Terms	Project
	Net 30	Menlo Park Community Ser...

Quantity	Description	Rate	Amount
1	Inclusion for people with cognitive disabilities Staff Training	250.00	250.00

Thank you Tax ID 94-1546643	<b>Total</b>	\$250.00
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## 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.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above <span style="font-size: 1.2em;">Abilities United</span>	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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 checked="" type="checkbox"/> Other (see instructions) ▶ <i>Non-profit corp.</i>	<b>4</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) <span style="font-size: 1.2em;">525 E. Charleston Rd.</span>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <span style="font-size: 1.2em;">Palo Alto, CA 94306</span>	
	<b>7</b> 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.

<b>Social security number</b>	<b>Employer identification number</b>																
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9	4	-	1	5	4	6	6	4	3								

**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 ▶ <span style="font-size: 1.2em;">4/12/17</span>
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**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](http://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:

- 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
- 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.