

# SHOW OFF DANCE, LLC | INSTRUCTOR AGREEMENT | 2024

THIS AGREEMENT (“Agreement”) made and entered into on this day, February 16, 2024, by and between

\_\_\_\_\_ (“Dance Instructor”), and SHOW OFF DANCE, LLC.

**WHEREAS**, Dance Instructor has submitted for the performance of certain professional services; and, **WHEREAS**, SHOW OFF DANCE, LLC desires to enter into an agreement with Dance Instructor for the performance of these professional services. **NOW, THEREFORE**, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHOW OFF DANCE, LLC and Dance Instructor agree as follows:

**1. Scope of Services.**

Dance Instructor agrees to supply SHOW OFF DANCE CENTER with the following professional services (the “Services”): Instruct weekly dance classes and private lesson(s) in appropriate and accurate style, provide quality and professional instruction, open and close studio accordingly, subbing classes optional

**2. Term.**

Dance Instructor shall commence providing the Services as of January 2023.

**3. Payment.**

- a. **Rates.** In consideration of the Services provided pursuant to this Agreement, SHOW OFF DANCE, LLC shall pay Dance Instructor a fee of \$45 Dollars per hour per group class, \$50 Dollars per private lesson and \$20 per hour for assisting. Other payments or adjustments to be negotiated for special events or other services not included herein on s individual bases. Any changes or adjustments in rat(e) must be approved by supervisor, director or SHOW OFF DANCE, LLC owner by written confirmation.
- b. **Monthly Invoice & Required Forms.** Dance Instructor agrees to submit monthly invoice to SHOW OFF DANCE, LLC. SHOW OFF DANCE, LLC agrees to pay Dance Instructor within 30-days of receipt of invoice. Invoice must be submitted along with an annual W9 and any and all Independent Contractor forms and agreements required by SHOW OFF DANCE, LLC.
- c. **Cancellations.** SHOW OFF DANCE, LLC agrees to pay Dance Instructor for any and all services cancelled less than 24hr in advance. Dance Instructor agrees to pay SHOW OFF DANCE, LLC for any financial losses resulting from cancellation due to no-show or no adequate sub coverage made less than 24hr in advance by Dance Instructor. Losses may be paid by deduction of pay. Losses may include but are not limited to: client’s payment refunds, studio rentals or payments to scheduled substitutes. Show Off Dance, LLC to be considerate of occasional short notice cancellations related to auditions or other rare opportunities and Dance Instructor agrees to exercise utmost consideration in communicating, lesson planning and subbing.
- d. **Discretion and Termination.** This Agreement may be terminated at any time by SHOW OFF DANCE, LLC without any further liability to SHOW OFF DANCE, LLC. Any and all payments and balances due during terms of this agreement are at discretion of SHOW OFF DANCE, LLC to determine accuracy of final invoice. SHOW OFF DANCE agrees to complete fair, just and timely payments for agreed services performed by Dance Instructor. Parties agree to all terms set herein for duration of Dance Instructor’s service and participation at SHOW OFF DANCE, LLC.

**4. Dance Instructor’s Obligations.**

- a. **Care Of Property.** Dance Instructor shall be responsible for the proper care of any facilities or furnishings provided by SHOW OFF DANCE, LLC to Dance Instructor for use in connection with services. Dance Instructor to reimburse SHOW OFF DANCE, LLC for any loss or damage to any such property resulting from carelessness or direct damage. Exceptions considerable for non willful accidents or expected wear-and tear, which Dance Instructor not responsible.
- b. **Subcontracting, Assignment, And Transfer Prohibited.** Due to Dance Instructor’s unique abilities, Dance Instructor shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of SHOW OFF DANCE, LLC. Upon Dance Instructor’s request and following prior written approval by SHOW OFF DANCE, LLC Dance Instructor may:
  - i. Forward Dance Instructor’s payment directly to any person or entity designated by Dance Instructor.
  - ii. Include any person or entity designated by Dance Instructor as joint payee.
  - iii. Arrange for **Substitute** Dance Instructor for individual instances where Dance Instructor is unavailable to perform services or duties. Substitute instructor must be of parallel skill and professionalism. Substitute must be approved by SHOW OFF DANCE, LLC prior to engaging in any service or duty, by a supervisor or program director as certain criteria, requirements or other forms must be met and or submitted before Substitute can perform services or be onsite. Dance Instructor is responsible for scheduling and managing substitutes, confirming schedule, lesson plans and any information required for substrate to perform paralleled quality of service. In no event shall such approval and action obligate SHOW OFF DANCE, LLC to anyone other than Dance Instructor. Dance Instructor shall remain responsible for all obligations under this Agreement. Pay rate for substitute at discretion of SHOW OFF DANCE, LLC.
- c. **Communication.** Dance Instructor to engage with Show Off Dance, LLC director(s) and its supervisors, employers, clients or any other authority or delegate with utmost professionalism and timeliness. Dance Instructor agrees to reply as soon as possible to confirm receipt of any message email or other notification or update. Excessive delays in replies, more than 24hr, may be subject to discipline including forfeiting scheduled services, duties or obligations and or termination.

- d. **Supervision.** Dance Instructor to not leave any minor student or client unsupervised for any amount of time. Dance Instructor to remain in presence with students or minor clients to supervise until students or participants are able to be picked up or received by a parent or legal guardian. Dance Instructor is responsible to communicate with director, supervisor and or parent or legal guardian of the unaccompanied minor during such instance. Dance Instructor to only ever release minor to parent or legal guardian unless otherwise communicated by parent, legal guardian or director. It is duty of Dance Instructor to confirm.
- e. **Dress Code.** Dance Instructor must always wear Show Off Dance LLC uniform / attire, or all black when conducting Service, performance or any business related to SHOW OFF DANCE, LLC. Dance Instructor and all staff and representatives of SHOW OFF DANCE, LLC, encouraged to always look presentable and admirable as a professional. Always be well manicured, in good hygiene and dress to impress.

#### 5. Compliance With Applicable Law.

Dance Instructor shall comply with all federal, state, and local laws, ordinances, codes, rules, regulations, and licensing requirements applicable to the conduct of its business and the provision of the Services.

#### 6. Termination.

- a. SHOW OFF DANCE, LLC may terminate this Agreement at any time by providing (2) weeks written notice to Dance Instructor.
- b. If Dance Instructor shall fail to provide the Services or fulfill their obligations in a timely and proper manner under this Agreement for any reason, SHOW OFF DANCE, LLC shall have the right to terminate this Agreement with written notice to Dance Instructor and termination shall be effective immediately. Upon termination, Dance Instructor agrees to cease all performance and communications with any clients immediately upon receipt of termination.
- c. In the event of early termination, Dance Instructor shall be entitled to receive just and equitable compensation only for costs incurred prior to receipt of notice of termination and for the satisfactory Services provided as of the date of termination and delivered to SHOW OFF DANCE, LLC. Dance Instructor shall be responsible to SHOW OFF DANCE, LLC for damages sustained as a result of Dance Instructor's breach of this Agreement, and SHOW OFF DANCE, LLC may withhold any payment due to Dance Instructor for the purpose of setoff until such time as SHOW OFF DANCE, LLC can determine. the exact amount of damages due a result of Dance Instructor's breach.
- d. Upon termination, Dance Instructor agrees to cease advertisements/ promotions or any communications and or engagements in association with SHOW OFF DANCE, LLC, the studio and or its students, and clients as it relates to former employment.
- e. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date of this Agreement unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitations. In the event of early termination by, Dance Instructor, Dance Instructor is required to fill all role(s) and duties, of the agreed upon Service, by coordinating and confirming proper substitutes whose skillset and professional attributes are equivalent to Dance Instructor. If Dance Instructor does not provide adequate substitute for coverage of duties and agreed upon Services, SHOW OFF DANCE, LLC reserves the right to charge an early termination fee (equivalent to cost of Dance Instructor's absence). If the Dance Instructor provides two weeks notice to SHOW OFF DANCE, LLC, the early termination fee will be dismissed.

#### 7. Indemnification.

Dance Instructor shall indemnify, defend, and hold harmless SHOW OFF DANCE, LLC, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property accruing or resulting to any other person, firm, or other supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or other that may be injured or damaged by Dance Instructor in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

#### 8. Intellectual Property and Copyright.

- a. All intellectual property, including but not limited to, patentable inventions, creations, choreography or other creative planning, copyrightable works, trademarks, service marks and trade secrets invented, developed, created or discovered by Dance Instructor in performance of this Agreement in connection with Services provided, shall be the usable property of SHOW OFF DANCE, LLC. SHOW OFF DANCE, LLC agrees to properly credit Dance Instructor for any and all uses of said materials, and negotiate fair compensation when applicable for works-for-hire such as but not limited to live shows, television, film. SHOW OFF DANCE, LLC to negotiate choreography flat rate fees for works completed in full and timely order, with exceptions made for works-in-progress connected to ongoing private lessons. SHOW OFF DANCE, LLC does not need written approval from Dance Instructor for usage of said works or materials. SHOW OFF DANCE, LLC to only use works in utmost favorable consideration of Dance Instructor.
- b. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Dance Instructor's provision of Services shall vest in SHOW OFF DANCE, LLC. Works of authorship and contributions to works of authorship created by Dance Instructor in connection with its provision of Services are hereby agreed to be "works made for hire."
- c. Dance Instructor warrants that its Services do not infringe the copyright of others and agrees to release, discharge and hold harmless SHOW OFF DANCE, LLC, its employees and agents, all persons acting under its authority from all claims, causes of action and liability of any kind, in law or equity, based upon or arising out of the Services or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement.

## 9. Independent Contractor & Insurance

- a. **Independent Contractor.** Dance Instructor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the

Services. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Dance Instructor and SHOW OFF DANCE, LLC. Dance Instructor represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with SHOW OFF DANCE, LLC.

- b. **Insurance.** Dance Instructor, as Independent Contractor, must show proof of and maintain up-to-date Liability Insurance and hold SHOW OFF DANCE, LLC harmless for any accident, injury, death or expense as a result of performing Services. Dance Instructor to have grace period to obtain affordable policy.

## 10. Certification Requirements.

All Show Off Dance, LLC Dance Instructors and Independent Contractor staff or employees may be required to complete and maintain First Aid and CPR certifications, and or Finger Printing and Background Checks upon request. Some contracted program sites may require certifications prior to engaging in any activities, classes, events or performing any services onsite. Failure to obtain such certifications or requirements in timely matter may result in termination from position or site. Show Off Dance, LLC to reimburse Dance Instructor for fees related to required certifications upon approval via written request.

## 11. Liability Waiver & Consent

Dance Instructor agrees to hold harmless SHOW OFF DANCE, LLC, studio / facility and instructors, including but not limited to: all representatives, all staff personnel and any administrators and or the school, site, studio or facility for any injury, illness and or death sustained by Dance Instructor during the course of any event or activity. Dance Instructor further releases SHOW OFF DANCE, LLC from any medical and legal costs which may arise due to injury, illness and or death sustained by participant during the course of any event or activity. In order that Dance Instructor may receive the necessary medical treatment in the event of any injury or illness, Dance Instructor hereby agrees to any such medical treatment and hold SHOW OFF DANCE, LLC and it's representatives harmless in the exercise of this authority. Dance Instructor acknowledges and understands that Dance Instructor may sustain serious physical injury, illness or death and agree to participation.

## 12. Photo Release

Dance Instructor hereby grants SHOW OFF DANCE, LLC the irrevocable right and unrestricted permission to use and publish photographs and or video images of participant, or in which participant may be included, for any purpose authorized by SHOW OFF DANCE, LLC within appropriate usage of, but not limited to: web site / internet usage, social media, editorial publications, catalog and advertising, primarily promotional usage. This includes the right to modify and retouch images in the discretion of Show Off Dance. Dance Instructor understands that the circulation of such materials could be worldwide and that there will be no compensation to me for this use. Furthermore, Dance Instructor understands that they will not be given the opportunity to inspect nor approve said images or the finished products of any printed / published materials that may be used in connection therewith. In granting this permission to SHOW OFF DANCE, LLC and it's representatives, I am fully and without limitation releasing it from any liability that may arise from the use of said images. SHOW OFF DANCE, LLC will always use utmost discretion regarding printed and published materials to represent Dance Instructor to their liking and proper image. All of the above said releases effective upon and the duration of Agreement and post termination.

## 13. Non-Compete.

During the course of this Agreement and post termination, Dance Instructor agrees not to engage in any competitive activity with respect to SHOW OFF DANCE, LLC or encourage. Promote or persuade clientele to similar studios programs events or other instructors without approval from SHOW OFF DANCE, LLC, Doing so will result in immediate termination. Dance Instructor agrees that post termination, Dance Instructor may not offer Service to SHOW OFF DANCE, LLC clientele within 5-miles of the SHOW OFF DANCE, LLC location/property for up to 1-year post termination.

## 14. Non-Disclosure.

- a. Dance Instructor, will have access to SHOW OFF DANCE, LLC customers and to the confidential any valuable business information of the company, together with its affiliates and subsidiaries, and any subsidiaries or affiliates which hereafter may be formed or acquired. Dance Instructor agrees to the following terms and conditions, which shall apply to and in relation to any and all services for, with, pertaining to or in relation to any and all SHOW OFF DANCE, LLC services, persons, events, clients, business, and or other matters regarding the company, business, information, employees and or representatives. Both parties shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed, to any person or entity, (i) any personal or sensitive information about any assets or equity securities, any personal information of any employees, owners, representatives and or students and or families of SHOW OFF DANCE, LLC. Furthermore, Dance Instructor agrees to not slander or make public any SHOW OFF DANCE, LLC financial matters, including, but not limited to: SHOW OFF DANCE, LLC pay rates, reimbursements, client fees, discounts and or any transactions and or business expenses.
- b. Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this Agreement. Both parties agree not to contact any employees, Independent Contractors, customers, or suppliers of the other party or its affiliates with respect to the business or for the purpose of obtaining information without the other party's prior written consent. In the event that either party is requested or required (by oral questions, interrogatories, requests for information or

documents in legal proceedings, rule or regulation of any governmental agency or regulatory authority) to disclose any of the Confidential Information, such party shall provide the other party with prompt written notice of any such request or requirement so that such other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one party is nonetheless, legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

#### **15. Social Media Policies.**

During the course of this Agreement and post termination, Dance Instructor shall be aware and considerate of their public and social media posts, persona and presence, in good faith in consideration of public persona, with understanding of expectation of high standard of professionalism. Show Off Dance, LLC has an overriding interest and expectation in deciding what is "spoken" on behalf of the company. "Social Media" refers to the use of websites such as, but not limited to, Facebook, Myspace, Twitter, Flickr, LinkedIn, Instagram. For purposes of this policy, Blogs and other internet forums of shall also be covered. Nothing in this policy is meant to prohibit access to any social media website or Blog which may be work-related. This policy is not meant to infringe on one's right to free speech, rights under R.C. 4117, or any other protected activity. All staff will be subject to and held accountable for any conduct outlined in Social Media Policy. This policy works in conjunction with other related personnel policies and procedures. Policies are herein as follows:

- a. Dance Instructor must be conducting appropriate behaviors whenever posting photo or video while wearing any Show Off Dance, LLC uniform (or other similar attire, which could be misidentified as the official uniform)
- b. Dance Instructor is expected to always tag @ShowOffDance #ShowOffDance when posting any content related to work performed in relation to Show Off Dance, LLC or while on studio or school site property.
- c. Dance Instructor may not:
  - i. Post pictures, videos, or comments that are insubordinate with respect to Show Off Dance LLC mottos, mission and or character;
  - ii. Post pictures, videos, or comments that constitute or could be construed as unlawful behavior;
  - iii. Knowingly or recklessly posting false information about Show Off Dance, LLC and its supervisors, coworkers, students, guest instructors or other staff or persons in association with the company. This also includes disparagement of a fictitious character or computer-generated likeness that resembles the above.
  - iv. Post, transmit, or disseminate any pictures or videos of training, activities, work-related assignments, or statements about or naming clients without the express permission o SHOW OFF DANCE, LLC..
  - v. Post pictures, videos, or comments that are sexual, obscene, violent, offensive, harassing, or pornographic in nature. All Show Off Dance, LLC Dance Instructors and representatives must maintain a tasteful and respectable public image in consideration of working with minors.
- d. Dance Instructor shall not imply they are speaking on behalf of the company, unless authorized to do so. Should a staff speak on matters of employment, the Dance Instructor shall include a disclaimer.
- e. Confidential Information. Dance Instructor and any and all staff or hired persons shall not disclose any work-related confidential or proprietary information on any social media website, Blog, or other internet forum of communication.
- f. Any deviation from the above policy shall be approved by SHOW OFF DANCE, LLC. in writing.
- g. Any violation of any part of this policy may be subject to discipline up to and including termination.
- h. Any questions regarding the policy should be directed to the employee's immediate supervisor.

#### **16. Force Majeure.**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

#### **17. Entire Agreement.**

This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

#### **18. Governing Law.**

This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California.



Being of sound mind and reason, the parties hereby agree to this contract contently and in full.

Dance Instructor Signature: \_\_\_\_\_

Print Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

SHOW OFF DANCE, LLC Representative

Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



# Show Off Dance, LLC Code of Ethics Declaration Form

*Show Off Dance, LLC and all employees, contractors and or staff...*

1. Shall offer dance education with an emphasis on maintaining age-appropriate movement, music and costuming and shall sure that the school and its staff are capable of providing any services claimed.
2. Shall employ / contract teaching staff with the experience, knowledge or qualifications required for the range of levels and techniques being taught. Student teachers to be trained and supervised to ensure teaching standards are maintained.
3. Shall make sure class sizes are suitable for the levels and techniques being taught.
4. Shall make sure students in each class will be of a similar age or standard.
5. Shall commit to the principle of integrity in regard to business practices, teaching, and other professional activities.
6. Shall be honest and straightforward with clientele regarding fees and expenses related to participating in programs, classes, and costuming.
7. Shall maintain high standards in communication and customer service.
8. Shall maintain a qualified and well-educated faculty for all ages, levels, and styles.
9. Shall act to prevent false or misleading marketing and publicity.
10. Shall respect fellow school owners and/or teachers and agree not to discredit, malign, or in any way cast negative reflections on the abilities of another school or dance colleague.
11. Shall not discriminate, bully or tolerate any of those actions in any regard between students, staff or affiliates, and shall practice non-discrimination on the basis of sex, race, color, creed, disability, sexual orientation, national origin, or ancestry.
12. Shall treat faculty, office employees, subcontractors, and suppliers with fairness and honor.
13. Shall always participate in dance competitions, performances, and other events with integrity and the utmost professionalism. Shall encourage their clientele to do the same.
14. Shall refrain from soliciting faculty and/or staff or students from another school without the consent of that school.
15. Shall comply with the rules and regulations prescribed by law and government agencies for the health, safety, and welfare of students and their families.
16. Shall represent Show Off Dance, LLC and self with utmost integrity, professionalism and kindness, with intention to uplift spaces and to create safe physical and social environments and more happy, healthy and creative students and communities through movement and bringing people together through dance.
17. Shall ensure studio and school sites have:
  - minimum safety and space requirements
  - appropriate student to teacher coach ratios
  - suitable flooring, with a safe surface designed and constructed to minimize the risk of injury
  - qualified teachers and coaching staff
  - CPR & First Aid certified staff where required
18. Shall ensure staff are trained to use effective and flexible teaching skills to create a productive learning environment. Staff will:
  - strive to communicate a love of dance
  - show professional attitudes, including punctuality, reliability and responsible care of students
  - strive to develop self-discipline, self-motivation and self confidence in the students
  - encourage and support the individual in the class situation
  - be highly skilled in technique and able to demonstrate and inspire students at a high level

19. Shall train and encouraged staff to recognize the role of dance in the development of the whole person. They will also seek to recognize and develop each student’s potential, whether it lies in dance or related fields, and offer appropriate guidance for further progress.
20. Shall train and encourage staff to recognize physical variations, modifying their teaching and seeking medical advice when necessary. The teaching and choreography must be not only creative and original, but anatomically safe, and teachers must be prepared to deal with medical emergencies.
21. Shall train and encourage staff to strive to develop in the students an appreciation of the characteristic style of each specific technique taught.
22. Shall train and encourage staff to take responsibility for seeking more knowledge and experience in all aspects of their craft and work.

Policy Regarding Sexual Abuse & Molestation Accusations:

At Show Off Dance, we have a ZERO-TOLERANCE for any sexual or other abuse or molestation allegations or claims or acts perpetrated on student(s), children, or other adult, staff or persons / affiliates in or at the studio, school site or other non company related venue, whether in association with company events, duties or other, onsite or offsite by any employee, staff or affiliate. Our staff, coaches, instructors and affiliates of all nature are held at utmost standard of professionalism and ethics. Any employee, staff or affiliate accused of such abuse (sexual or non-sexual) or molestation will be removed from any and all service duties immediately pending outcome of allegations. Any person(s) accused of abuse or molestation may not be contracted or hired.

All Show a Off Dance, LLC coaches and instructors must complete mandatory staff training to learn proper and professional studio and class conducting etiquette. This includes appropriate and in appropriate displays of affection and proper techniques for hands-on coaching at the studio. Hands-on coaching of any type is NOT permitted at any school site. All staff and instructors are expected to teach skills with verbal instruction and demonstration only. Studio staff may conduct physical touch corrections at specified joints only (ankles, knees and elbows) and when required, for additional stretching of upper back. Appropriate displays of affection at any site include high fives only.

All policies and procedures regarding appropriate interactions between employees/staff/volunteers and children or other staff and adults applies inside and outside of regular program activities.

At no time is staff every permitted alone in space with closed door with student or other staff. At no time is staff ever permitted to have a student at their home or place or residence.

All company staff and affiliates are seen as mandated reporters, and are required to report to directors or senior officers any suspicious or suspicious activities.

I have read, fully understand and agree to the above expectations, Code of Ethics & Show Off Dance LLC policies and procedures and agree to perform accordingly.

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Full Name of Independent Contractor / Staff

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Service Start Date

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Signature

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Date

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									

## 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 for Part II, later.

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

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.*