

Project:

Job Number: #####

Job Name	
Job Address	
Job City, State Zip	

The following documents are required by the Owner & Triad Retail Construction, Inc. Please complete & forward to our office

WARRANTY – Warranty is effective for (1) year from the date of Substantial Completion.

SUPPLIER/SUB INFORMATION – Due from all Contractors and Suppliers.

W-9 FORM- Due from all contractors.

INSURANCE CERTIFICATE – Due from all contractors, except suppliers.

LIEN WAIVERS – Must be submitted with all invoices. Not necessary to return at this time.

AIR BALANCE REPORT – due from all HVAC Contractors.

If you have any questions, please contact our office. Thank you!



Warranty

State of ______ County of ______

The undersigned subcontractor/vendor having furnished materials and /or labor for the construction of the:

Job Name	
Job Address	
Job City, State Zip	

TRC Job Number: #####

Do hereby warrant and agree to repair and/or replace at no charge to Triad Retail Construction, Inc. or the owner, all defective materials and/or workmanship for the period of one year. The one year warranty begins at substantial completion of the entire project.

The undersigned agrees that all defects and latent defects will be repaired and/or replaced as soon as physically possible but within a seventy-two hour time period.

Furthermore, the undersigned swears that all materials and services provided are in full compliance with the contract documents without deviation or exception.

Signature & Title:

Company Name:

Sub Contractor Company Name

Date:

Sworn & subscribes before me on this _____ day of _____ 2011.

Notary: _____



The following information is *required by Triad Retail Construction, Inc*. This form should be sent in with your first invoice and will be required in our office before any payments will be made.

Your Company Name: Sigr	Title: nature:	Sub Contractor Company Name		-
PROJECT:	Job Name Job Addre Job City, S	88	TRIAD JOB #:	
List all Suppliers involved	with this p	roject:	Contact Person:	Telephone
Supplier #1: Supplier #2: Supplier #3:				
List all Suppliers involved	with this p	roject:	Contact Person:	Telephone
Supplier #1: Supplier #2: Supplier #3:				



Partial Release of Lien

State of	
County of	

The undersigned subcontractor/vendor having furnished materials and /or labor for the construction of the premises known as:

	Job Name Job Address Job City, State, Zip		_	
	TRC Job Number:	<u>5198</u>	_	
For and in consideration of:			\$ ()	
Do hereby release all liens, and rights	to file lien against said pro	operty to the extent of the	is sum.	
Furthermore, the undersigned swears hereby agrees to save, protect, indem assigns and Surety against all claims a	nify and hold harmless t			
Signature & Title:		Company Name:		
		Sub Contractor Com	pany Name	
Date:				
Sworn & subscribes before me on th	uis day of _		_ 2011.	
Notary:				



Final Unconditional Release of Lien

The undersigned subcontractor/vendor having furnished materials and /or labor for the construction of the premises known as:

	Job Name			
	Job Address			
	Job City, State Zip			
	TRC Job Number:	#####		
For and in consideration of:			\$()

Do hereby release all liens, and rights to file lien against said property.

Furthermore, the undersigned swears that all their suppliers, labor services and taxes for this project have been paid in full, and hereby agrees to save, protect, indemnify and hold harmless the owner, Triad Retail Construction, Inc., its successors, assigns and Surety against all claims and/or liens.

Signature & Title:

Company Name:

Sub Contractor Company Name

Date:

Sworn & subscribes before me on this _____ day of _____ 2011.

Notary: _____



Triad Retail Construction, Inc. (Contractor)

Texas Addendum

1. *Agreement:* If the project to which Triad Retail Construction, Inc.'s Terms and Conditions apply to is located in Texas, then this Texas Addendum shall operate to supplement the applicable provisions to be consistent herewith.

2. Indemnity: IN THE EVENT THIS CONTRACT RELATES TO A PROJECT OTHER THAN A SINGLE FAMILY HOUSE, TOWNHOUSE, DUPLEX, OR LAND DEVELOPMENT DIRECTLY RELATED THERETO OR A PUBLIC WORKS PROJECT OF A MUNICIPALITY THEN THE INDEMNITY PROVISIONS INCLUDED HEREIN SHALL BE LIMITED SUCH THAT SUBCONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND CONTRACTOR OR ANY THIRD PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNITEE, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEE, OTHER THAN SUBCONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER EXCEPT THAT SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF SUBCONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF ANY TIER.

3. *Lien Waivers:* The enclosed Lien Waivers shall be used on this project. In the event a lien waiver is provided which does not match these forms, then the lien waivers shall be deemed to be reformed to match the attached applicable lien waiver and shall remain in full force and effect.

PO Ref. #



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Job Name

Job No. ####

On receipt by the signer of this document of a check from **Triad Retail Construction** (maker of check) in the sum of \$______ payable to **Subcontractor Company Name** (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of ______ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Triad Retail Construction (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date

Company Name:	Subcontractor Company Name
Ву:	
Title:	
Signature	

STATE OF TEXAS

со	UN	ТΥ	OF	

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____,

Notary Public in and for the STATE OF TEXAS

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.



UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Job Name Job No. ####

The signer of this document has been paid and has received a progress payment in the sum of \$______ for all labor, services, equipment, or materials furnished to the property or to Triad Retail Construction (person with whom signer contracted) on the property of ______ (owner) located at Jobsite Address (location) to the following extent: ______ (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Triad Retail Construction (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date

Company Name:	Subcontractor Company Name
Ву:	
Title:	

Signature:_____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by ______,

Notary Public in and for the STATE OF TEXAS

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Job Name

Job No. ####

On receipt by the signer of this document of a check from Triad Retail Construction (maker of check) in the sum of \$______ payable to **Subcontractor Company Name** (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of ______ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Triad Retail Construction (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, rnaterialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Company Name:	Subcontractor Company Name	
Ву:		
Title:		
Signature:		

SAMPLE FORMS

Date _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____,

Notary Public in and for the STATE OF TEXAS



UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Job Name

Job No. ####

The signer of this document has been paid in full for all for all labor, services, equipment, or materials furnished to the property or to Triad Retail Construction (person with whom signer contracted) on the property of ______ (owner) located at Jobsite Address (location) to the following extent: ______ (job

description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Company Name: Subcontractor Company Name	Date
Ву:	
Title:	
Signature:	
STATE OF <u>TEXAS</u>	
COUNTY OF	
This instrument was acknowledged before me on the	day of, 20, by,
of	, for the consideration herein expressed, on behalf of same.
Notary Public in and for the STATE OF TEXAS	
	SAMPLE FORMS

SAMPLE

ACORD CERTIFICATE O	F INSURANCE (MM/DD/YY)	
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE	
NAME AND ADDRESS OF INSURANCE AGENCY	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
NAME AND ADDRESS OF SUBCONTRACTOR	INSURER C:	
	INSURER D:	

COVERAGES

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 CER

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY				EACH OCCURRENCE	\$	1,000,000
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$	50,000
	CLAIMS MADE OCCUR				MED EXP (Any one person)	\$	-
х					PERSONAL & ADV INJURY	\$	1,000,000
					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$	100,000
	POLICY PROJECT LOC						
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea		
	ANY AUTO				accident)	\$	1,000,000
	ALL OWNED AUTOS						
х	SCHEDULED AUTOS		l	l ving:	BODILY INJURY (Per person)	\$	-
		e must she		wing.			
	1. Your current General Lia	bility cove	erage.		LY INJURY (Per accident)	\$	-
	2. Your current Workers Comp coverage. PERTY DAMAGE (Per						
	3. Job Information (Must have a separate certificate for			\$	-		
	GARAGE LIAL each job you work on.) ANY AU 4. Triad Retail Construction 5. Triad Retail Construction		dditional inc	urad	ONLY - EA ACCIDENT	\$	-
					R THAN EA ACC	÷	-
	subrogation	, 1110. 111 10		ONLY: AGG	÷	-	
	EXCESS LIAE		Inc. as the certificate holder.			\$	
					REGATE	\$	-
	DEDUCTIBLE				PRODUCTS/COMP	\$ \$	-
	RETENTION \$				OPS AGGREGATE	ծ \$	
					WC STATUTORY LIMITS	φ	
x	WORKERS COMPENSATION AND EMPLOYERS				E.L. EACH ACCIDENT	\$	1,000,000
					E.L. DISEASE-EA EMPLOYEE	۹ \$	1,000,000
					E.L. DISEASE-POLITY LIMIT	\$ \$	
	OTHER					Ψ	
	UTIER						
	MUST READ EXACTLY AS PRINTED BELOW						
DESC	RIPTION OF OPERATIONS/LOCATIONS/VEHICLES	S/EXCLUSIO	NS ADDED BY	ENDORSEMEN	NT/SPECIAL PROVISIONS		
loh # and Address							

Triad Retail Construction, Inc. is added as an additional insured on the G/L policy shown above. In addition a waiver of subrogation is issued in favor of Triad Retail Construction, Inc. for the G/L & W/C Insurance policies.

CERTIFICATE HOLDER	ADDITIONAL INSUR	ED; INSURER LETTER	CANCELLATION	
Triad Retail Const 2206 O'Day		BEFORE THE EXPIRATI ENDEAVOR TO MAIL <u>30</u>	BOVE DESCRIBED POLICIES BE CANCELL ON DATE THEREOF, THE ISSUING INSURE DAYS WRITTEN NOTICE TO THE CERTIFIC E LEFT, BUT FAILURE TO DO SO SHALL IN	ER WILL CATE
Pearland, Texa	as 77581	AUTHORIZED REPRESE	NTATIVE	



INSURANCE REQUIREMENTS

The Insurance Requirements stated herein, including types of coverage and amounts are the minimum insurance requirements. In the event that Triad Retail Construction, Inc.. is required to provide more extensive coverage than set forth in here, then the higher limits required of Triad Retail Construction, Inc. shall modify these requirements such that the Subcontractor's Insurance is at least co-extensive with that required of Triad Retail Construction, Inc.

A.1 GENERAL INSURANCE REQUIREMENTS

- A.1.1 Additional Insured. Triad Retail Construction, Inc. ("Contractor" or "Buyer") and the Owner of the project shall be added as an Additional Insured on General, Auto, and all other liability policies carried and maintained by Subcontractor (sometimes referred to as "Seller") excepting Workers' Compensation. The endorsement form shall be at least as broad as CG 20 26 1185. The Additional Insured endorsements on General Liability and Umbrella must include ongoing and completed operations (CG 20 10 1185 or equivalent).
- A.1.2 **Primary Liability**. All liability policies carried and maintained by Subcontractor must be endorsed to be primary and non-contributory with any liability insurance policies carried by Contractor or Owner with respect to Subcontractor's operations hereunder.
- A.1.3 Waivers of Subrogation. Waivers of Subrogation shall be provided in favor of Contractor and Owner on General, Auto Liability, Workers' Compensation, and all other liability policies carried and maintained by Subcontractor on a form at least as broad as CG 24 04 [Ed. 11-85].

- A.1.4 None of the requirements contained herein as to types, limits or Contractor's approval of insurance coverage to be maintained by Subcontractor are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Subcontractor under this Contract or otherwise provided by law.
- A.1.5 **Occurrence Basis**. All such policies shall be written on an Occurrence (not Claims Made) basis.
- A.1.6 **Rating and Form**. Subcontractor's insurance coverage must be written with insurance companies licensed to do business in the state in which the project is located and rated no less than A:VII as shown in the most current issue of A. M. Best's Key Rating Guide, and under forms of policies satisfactory to Contractor.
- A.1.7 In the event of any failure by Subcontractor to comply with these provisions, Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Subcontractor, purchase such insurance, at Subcontractor's expense, provided that Contractor shall have no obligation to do so and if Contractor shall do so, Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- A.1.8 **Deductible**: Subcontractor shall be responsible for all deductibles specified in any policy of insurance provided hereunder.
- A.1.9 **Sub-Subcontractors:** Subcontractor shall require the same minimum insurance requirements from all of its subcontractors.
- A.1.10 **Builder's Risk:** Owner or Contractor may provide Builder's Risk insurance for an entire Project, insuring against all risks of direct physical loss or damage to materials, equipment, machinery and other property incorporated in the Project, SUBJECT TO policy exclusions and deductibles. Builder's Risk will not provide coverage for tools, equipment or other items which Subcontractor uses in connection with the Work and which are not intended to become a permanent part of the Work. Subcontractor shall waive its right of subrogation against an Owner and Contractor for damage caused by fire or other perils. If Subcontractor makes a claim on the Builder's Risk policy, Subcontractor shall pay its pro rata share of the policy's deductible amount, up to and including one hundred percent, if applicable.

A.2 EVIDENCE OF INSURANCE

Evidence of the insurance coverage required shall be maintained by the Subcontractor, represented by Certificates of Insurance approved by the State in which the project is located, when applicable, issued by the insurance carrier or its legal agent, and must be furnished to the Contractor prior to Subcontractor commencing the Work and not later than fifteen (15) days after receipt of the Contract/Purchase Order/Work Authorization. New Certificates of Insurance shall be provided to Contractor prior to the current certificate(s) coverage termination date if prior to completion of the Work. Lapsed coverage of insurance is an Act of Default under the Contract/Purchase Order/Work Authorization. Each applicable policy shall be endorsed where appropriate to provide the following and the Certificates of Insurance shall specify:

- A.2.1 Contractor and Owner as a Certificate Holder with correct mailing address;
- A.2.2 Insured's name, which must match that on the Contract;
- A.2.3 Companies affording each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company;
- A.2.4 Producer of the Certificate with correct address, phone, and fax listed;
- A.2.5 Certificate Holder has been named as an Additional Insured with respect to the Commercial General, Auto Liability, and all other liability policies described herein;
- A.2.6 The Commercial General and Auto Liability policies described are primary respect to the Additional Insured;
- A.2.7 Waivers of Subrogation in favor of Certificate Holder on Commercial General, Auto Liability, and Workers' Compensation policies;
- A.2.8 The Commercial General and Auto Liability policies described provide the severability of interest (gross liability) provision applicable to the named Insured and the Certificate Holder;

- A.2.9 All Applicable Workers' Compensation classifications will be listed on Subcontractor's policy; and
- A.2.10 The Certificate Holders will be notified in writing (30) days prior to the cancellation of or reduction in coverage, or intent not to renew coverage, and elimination of "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" from the cancellation provision.
- A.2.11 In the event Subcontractor utilizes leased employees, Subcontractor's certificate of insurance shall note the leasing company as providing workers compensation insurance. In addition, leasing company shall provide a certificate of insurance showing Subcontractor as alternate employer under alternate employer endorsement and listing coverage and limits for workers compensation insurance complying with the requirements stated herein.

MINIMUM LIMITS

TYPE OF INSURANCE LIMITS

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

- A. Workers' Compensation Meet Statutory Requirement (but no less than \$500,000)
- B. Employer's Liability

Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

COMMERCIAL GENERAL LIABILITY (Occurrence Form CG 00011093 or equiv.)

Including:

Aggregate Limits Per Project/Work Authorization

Broad Form Property Damage

Contractor's Protective Contractual Liability Explosion, Collapse, and Underground Hazard Fire Damage Medical Expense Personal & Advertising Injury Products/Completed Operations Aggregate¹

Required Minimum Limits are:

General Aggregate (per project/Work Authorization)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expense (any one person)	\$ 5,000

AUTOMOBILE LIABILITY

Including:			
	Combined Single Limit	\$1,000,000	
	Owned		
	Hired		
	Non-Owned		

UMBRELLA LIABILITY	Combined Single Limit	\$1,000,000
--------------------	-----------------------	-------------

PROFESSIONAL LIABILITY² (If Design Work is Performed)

¹ Products and Completed Operations coverage for a minimum of 2 years after final payment.

Required Minimum Limits Are:

Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Maximum Deductible	\$25,000

SUBCONTRACTORS EQUIPMENT INSURANCE COVERAGE

¹ Products and Completed Operations coverage for a minimum of 2 years after final payment. ¹ Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

SAMPLE FORMS

FULL

² Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

Name (as shown on your income tax return)

e			
page	Business name, if different from above		
u			
or type tructions	Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=pa Other (see instructions)	artnership) 🕨	Exempt payee
Print o ic Instru	Address (number, street, and apt. or suite no.)	Requester's name and a	ddress (optional)
F Specific	City, state, and ZIP code		
See	List account number(s) here (optional)		
Part	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign	Signature of	
Here	U.S. person ►	Date ►

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X SAMPLE FORM (Rev. 10-2007)