



Senic International Corp

1700 Hamner Ave Suite 211, Norco, CA 92860
Ph: 1-909-321-5600. www.senicinternational.com

Account Application Package:

Thank you for your interest in establishing an account with Senic International Corp

Please provide the following information in order to assist in establishing a new account for you:

1. Account Application
2. Information Delivery Options
3. CA Resale Certification
4. Copy of your Liquor License(s) and Resale Permit.

Please send application to:

newaccounts@senicinternational.com

or by fax: 951-268-9915

If you have any question, please contact your account representative or call to our office at 909-321-5600 or email at info@senicinternational.com

SENIC INTERNATIONAL CORP

1700 HAMNER AVE SUITE 211
NORCO, CA 92860
PHONE: (909)321-5600 FAX: (951)268-9915
info@senicinternational.com

| | |
|---|-----------------|
| For Office Use Only | |
| Acct#: | _____ |
| Bill To: | _____ |
| North <input type="checkbox"/> South <input type="checkbox"/> | |
| Sales rep#: | _____ VM# _____ |

BUSINESS INFORMATION

DBA: _____ Contact Name: _____

Firm Name: _____ Telephone: (____) _____ Fax: (____) _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____

Type of Ownership: (Check One) ___ Corporation ___ Partnership ___ Proprietorship ___ Limited Liability Company

Liquor License(s) #(s) Held: _____ Resale Permit No.: _____

Premises Owned: _____ yes _____ no If Leased, From Whom: _____

Monthly Payment: _____ Lessor's Address: _____

Days/Hours available to receive deliveries: _____

Special Delivery instructions: _____

PRINCIPAL OWNERS OR OFFICERS

Full Name: _____ % Owned: _____ Home Phone: (____) _____

Home Address: _____ City: _____ State: _____ Zip: _____

Social Security No.: _____ Driver's License No.: _____

Email Address: _____

Full Name: _____ % Owned: _____ Home Phone: (____) _____

Home Address: _____ City: _____ State: _____ Zip: _____

Social Security No.: _____ Driver's License No.: _____

Email Address: _____

BANK REFERENCES

Bank: _____ Branch: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Checking Account No.: _____ Savings Account No.: _____

Credit Line No.: _____ Secured: _____ Unsecured: _____ Monthly Payments: _____

Email Address: _____ Phone No. (____) _____

CURRENT CREDIT REFERENCES (Company with at least 1 year association)

1) Name: _____ Address: _____ How Long: _____

Phone #: _____ Contact: _____ Account #: _____

2) Name: _____ Address: _____ How Long: _____

Phone #: _____ Contact: _____ Account #: _____

The undersigned represents that the information given in this application and in support of this application is complete and accurate and authorizes us to check with their bank, credit reporting agencies, credit references, and other sources disclosed herein to determine the credit worthiness of the Purchaser.

Signed: _____ Title: _____ Date: _____

It is our policy to secure a current financial statement from the applicant before an application is processed.

TERMS AND CONDITIONS OF RECEIVING CREDIT

Any and all purchases by Applicant/Customer shall be subject to the following terms and conditions:

1. **Payment Terms:** Payment terms are displayed on each invoice. If payment is made after the due date, Seller, its affiliates, successors, subsidiaries and assigns (Seller) may impose a monthly finance charge at a rate equal to the lesser of the maximum rate permitted by law or 1 1/2% of the unpaid balance of the invoice price per month, commencing thirty (30) days after the due date. Seller shall also be entitled to its cost of collection, including reasonable attorney's fees. Acceptance of such finance charge by Seller shall not constitute a waiver of any rights Seller may have against Customer.
2. **Taxes:** Customer agrees to pay all federal, state, city and local use, sales, excise, receipts, and similar taxes applicable to the sale or use of the products sold to Customer. Upon request, Customer shall provide to Seller a copy of its resale certificate.
3. **Delivery:** Customer understands and agrees that beverages products are delivered provisionally conditioned upon final payment being received from Customer. Customer understands that it will be fully liable for all deliveries made at its request even in the event that none of its employees are available to sign the delivery tickets for such deliveries. When any method of shipment other than Seller's regular method is used at the request of Customer, the freight and delivery charges shall be paid by Customer. Special handling charges by carrier shall be paid by Customer.
4. **Delays:** Seller will not be liable for any delay in the performance of orders received from Customer, or in the delivery of shipment of products, or for any damages suffered by the Customer by reason of such delay.
5. **Delay in Payment:** In the event of any default or delay in payment of Customer's obligations under any Seller's invoice or in the payment of any obligations under other agreements with Seller, or whenever in the judgment of Seller Customer may be unwilling or unable to make timely payment to Seller, or if Seller in good faith believes that the prospects of payment or performance by Customer is impaired, then all obligations incurred by Customer may, at the option of Seller, become immediately due and payable. Failure by Seller to assert this right will not be a waiver thereof.
6. **Seller Security Interest:** As security for the prompt payment and performance of all indebtedness and any other liabilities or obligations of the Customer to Seller, direct or indirect, absolute or contingent, whether now or hereafter arising, regardless of the form of such indebtedness, together with interest thereon and any renewals or extensions thereof, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, together with any costs and expenses of enforcement and attorneys' fees and costs and expenses relating to any of the forgoing, Customer hereby grants to Seller a continuing security interest in all of the following personal property: All of Customer's beverages products, inventory and other goods manufactured, distributed, consigned or sold by, or bearing the trademark of Seller, wherever located, now owned, held or hereafter acquired, and all proceeds there from. Customer hereby authorizes Seller to prepare and/or file and/or add additional information as it becomes available, or otherwise transmit any and all records, which Seller in its sole discretion shall deem necessary to create and perfect a security interest consistent with this grant of security interest or with any future grant of a security interest by Customer.
7. **Electronic Funds Transfer:** Customer's execution of this Agreement shall serve as Customer's consent and authorization following default in any payment when due, for Seller to effect a direct, Electronic Funds Transfer from any bank, savings and loan, or other account under the control of Customer directly to Seller's bank. By execution of this Agreement, Customer agrees to indemnify and hold harmless any depository holding funds under the control of Customer which transfers funds to Seller.
8. **Limited Warranty:** To the extent permitted under the original manufacturer's warranty, if any, Seller hereby transfers and assigns such original manufacturer's warranty of any Seller's merchandise sold, delivered or consigned by Seller to Customer. Seller's obligation under this warranty shall be limited to replacing merchandise or crediting Customer pursuant to Seller's current credit and return policies. Under no circumstance shall Seller be obligated for consequential or other damages, losses, or expenses in connection with such defective merchandise.

THE WARRANTY CONTAINED HEREIN IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS. IN ADDITION, SELLER SHALL NOT BE LIABLE FOR LOSS, DAMAGE OR INJURY OF ANY NATURE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH OR RESULTING FROM USE OF MERCHANDISE OR PRODUCTS.

Customer shall not be permitted to extend Seller's warranty contained herein to any person on Seller's behalf, and Seller assumes no obligation or liability, and authorizes no other person to assume for it any obligation or liability, other than its obligation to Customer contained herein.

9. **Controlling Provisions:** The terms and conditions contained herein and in Seller's invoices shall supersede any provisions, terms and conditions contained on any confirmation order, purchase order or any other writing the Customer may give, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. No agent, salesperson or any other person has any authority to obligate Seller with regard to any terms or conditions not contained herein. No terms and conditions contained herein may be modified, changed or amended, or any provision waived by Seller, unless in writing duly signed by an authorized officer of Seller. Any terms and conditions not contained herein or in Seller's invoices, whether contained on any confirmation order, purchase order, or any other writing the Customer may give, unless agreed to in writing signed by an authorized officer of Seller, shall be deemed to be void and of no force and effect. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to choice of law principles of that or any other jurisdiction. Customer acknowledges that all orders for product and payments will be processed in Seller's Corporate Office located at Norco, CA.
10. **Cancellation:** An order once placed with and accepted by Seller can be cancelled only with Seller's written consent. Seller may elect to cancel any order or portions thereof, although previously accepted by Seller.
11. **Returned Merchandise:** Any returns will only be accepted in accordance with Seller's return policies.

Customer: _____ Date: _____

Signature: _____ Name: _____ Title: _____

CONTINUING GUARANTY

In consideration of the credit Seller has extended or may extend to Customer and for other valuable consideration, the undersigned ("Guarantor") agrees as follows:

1. **OBLIGATIONS OF GUARANTOR.** Guarantor hereby unconditionally guarantees the performance and payment when due of all of Customer's obligations and indebtedness now or hereafter owed to Seller, as provided herein. The term "Indebtedness" shall include every payment and performance obligation which Customer has or may have to Seller; absolute or contingent, liquidated, determined or undetermined; regardless of the form thereof and whenever due; whether joint or several; and whether or not barred at any time by any statute of limitations; all in the broadest sense.
2. **AMOUNT AND TERM.** This is a Continuing Guaranty, without limitation of amount or duration; and shall be terminated only in accordance with paragraph 6.
3. **GUARANTOR'S WAIVERS.** Guarantor waives notice of acceptance of this Guaranty, presentment, demand, protest, notice of dishonor, any right to require Seller to commence suit against any party liable on the Indebtedness, and any defense based upon any election of remedies by Seller, including but not limited to an election to proceed by non-judicial foreclosure rather than judicial foreclosure, which destroys or impairs any of Guarantor's rights of subrogation or reimbursement against Customer. Guarantor also waives notice of new or additional obligations of Customer to Seller, and the benefit of any statute of limitations affecting (i), Guarantor's obligations and their enforcement, or (ii) Seller's rights of recovery.
4. **CONSENT TO SELLER'S ACTS.** Guarantor agrees that Seller, without notice or consent, upon such terms as Seller may deem advisable, may do any one or more of the following pursuant to the terms of this Continuing Guaranty, any agreement between Seller and Customer or Seller's rights under law: (a) Renew, compromise, extend, accelerate, or otherwise change the terms of any of the Indebtedness; (b) Take and hold security for all or part of the Indebtedness or for the performance of this Guaranty, and exchange, enforce, waive, and release any security; (c) Direct the order and manner of disposition of security, dispose of all or any part of the security at public or private sale (and purchase at such sale) and apply the proceeds of sale or other disposition against the Indebtedness in such order and manner as Seller may determine; (d) Proceed directly against Guarantor, without first proceeding against Customer or any other person or against any other security Seller may have; (e) Compromise or settle with Customer or any other person liable on the Indebtedness; (f) Assign all or any part of its interest in this guaranty; (g) Repay to Customer, pursuant to court order in any bankruptcy, debt relief or other proceeding, any payment made to Seller on the Indebtedness, and in such event the liability of Guarantor for such amount shall be revived the same as if such amount had not been paid.
5. **GUARANTOR'S RESPONSIBILITY.** Guarantor accepts full responsibility for keeping informed of Customer's financial condition, and of all other circumstances bearing upon the risk of nonpayment of the Indebtedness, which diligent inquiry would reveal. Absent a request by Guarantor for specific information, Seller shall have no duty to give Guarantor any information known to Customer.
6. **TERMINATION.** This Guaranty shall continue until Seller receives notice in writing, signed by Guarantor or Guarantor's legal representative, of Guarantor's termination hereof, and any such notice shall be effective only upon actual receipt by Seller. No such termination shall relieve Guarantor or Guarantor's estate from liability for Indebtedness incurred prior to Seller's receipt of such notice, and for 30 days thereafter.
7. **NOTICES.** Any notices or other documents with respect to this Guaranty shall be in writing and delivered personally or by registered or certified mail, postage prepaid, addressed to the other party at the address shown below and (except for a notice of termination) shall be effective when personally delivered or as shown on the receipt.
8. **GENERAL.** This Guaranty shall be governed and construed by and in accordance with the laws of the State of California. Guarantor hereby represents and warrants that it is in Guarantor's direct interest to assist the Customer because of Guarantor's position and/or economic relation with Customer. If Seller enforces this Guaranty, Seller shall be entitled to reasonable attorneys' fees and costs, plus interest thereon, and on the Indebtedness, from due date until paid, at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. This Guaranty shall inure to the benefit of and be enforceable by Seller, its successors and assigns, and shall bind Guarantor and the heirs, representatives, successors, and assigns of Guarantor. If any part hereof shall be unenforceable, the balance shall remain in effect unless it thereby defeats the intention of the parties as expressed herein.
9. **FORUM SELECTION:** Guarantor agrees that all actions or proceedings arising directly or indirectly in connection with, out of, related to or from this Agreement shall be litigated only in courts having situs within the State of California, in the County of Los Angeles, and Guarantor hereby consents and submits to the jurisdiction of any local, and state or federal court located within such venue or which has original jurisdiction over matters which may arise in County of Los Angeles. Guarantor waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that any such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same.
10. **JOINT AND SEVERAL.** If two or more parties are guarantor, they shall be jointly and severally liable, and the terms "Guarantor" shall be construed to refer to each of them, as if each had signed a separate Guaranty. This Guaranty shall not be terminated or affected, as to a party, by the termination or release of any liabilities or security of or from any other party.
11. **CREDIT INVESTIGATION.** Guarantor hereby authorizes Seller to perform a credit investigation, make credit inquiries, order credit reports and obtain such credit information about Guarantor as Seller in its sole discretion may deem necessary or appropriate.

Dated: _____, 20__

COMPANY: _____

Seller's Address:
Senic International Corp.
1700 Hamner Ave Suite 211
Norco, CA 92860

GUARANTOR: _____
(Print Name)

GUARANTOR: _____
(Print Name)

SS #: _____

SS #: _____

By: _____
(Signature)

By: _____
(Signature)

Address: _____

Address: _____

TERMS OF SALE

REPRESENTATION OF SOLVENCY - RETURN CHECK POLICY & NOTICE OF CHANGES

The undersigned (Purchaser) agrees that all purchases made by Purchaser from Wine Warehouse (Seller) are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's Accounting facility from which this contract is initiated. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated therein.
2. All amounts due Seller are payable in 30 days, unless otherwise specified, from date of invoice of goods and services delivered. If any amount due Seller is not paid within 42 days, then the unpaid balance will be subject to 1% late charge in addition to the 1% charge mandated by Section 25509 of the California Business and Professions Code.
3. In the event of any action by and between the parties to enforce the terms and conditions of this agreement, or any and all rights by and among the parties, including payment of any obligation, the prevailing party therein shall be entitled to recover actual attorney's fees incurred, in addition to any other amounts, including, but not limited to, all court costs.
4. Purchaser shall notify Seller by certified mail of any change of ownership or any information provided on this application. Purchaser warrants to Seller that all financial information on the reverse side of this application is true, correct and complete in all material respects, and Purchaser authorizes Seller to contact for further information any and all trade, bank, credit reporting bureaus or any other reference as deemed necessary. In the event Purchaser fails to so notify in writing by certified mail Seller of any changes, Purchaser shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Purchaser's rights to proceed, additionally, against any successors.
5. The Purchaser agrees to neither order nor accept goods from Seller while Purchaser is insolvent within the meaning of Uniform Commercial Code section 1201(23). Every order placed or delivery accepted while the Purchaser is insolvent shall constitute a written misrepresentation of solvency to the Seller within the meaning of Uniform Commercial Code section 2702(2).
6. Purchaser expressly agrees that Seller shall not be responsible for any nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery or unless the goods are rejected in writing within five (5) days of delivery, by certified mail, return receipt requested, to the Seller.
7. All returned checks will be assessed a \$35.00 returned items charge unless otherwise specified.
8. SIGNATURES: The purchaser expressly consent(s) to Wine Warehouse obtaining a consumer credit report for the purpose of evaluating the creditworthiness of the undersigned in connection with this application for business credit/and certify(ies) that all information contained herein is accurate and complete.

| | | |
|-----------|-------|------|
| Signed By | Title | Date |
| Signed By | Title | Date |
| Signed By | Title | Date |
| Witnessed | | |

INDIVIDUAL PERSONAL GUARANTY

I, _____, in consideration of your extending credit at my request to _____ (the Purchaser), personally and unconditionally guarantee the prompt payment of any and all indebtedness of the Purchaser to Wine Warehouse. The word "Indebtedness" is used in its most comprehensive sense and includes any and all advances to and any and all debts, obligations, and liabilities of Purchaser, whenever made, incurred, or created, whether voluntary or involuntary and however arising, whether originating in transactions between Wine Warehouse and Purchaser or assigned to Wine Warehouse, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and Purchaser may be liable individually or jointly with others, or whether recovery may be or become barred by any statute of limitations or otherwise become unenforceable. It is understood that this Guaranty shall be an absolute, continuing guaranty for such indebtedness of the Purchaser until revoked in writing by certified mail. Any indebtedness may be created, renewed, extended, modified, or altered, in whole or in part, without notice to the undersigned.

The undersigned waives any right to require Wine Warehouse to proceed against Purchaser. The undersigned further waives any defense based on or arising out of any defense of Purchaser other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of Purchaser, the unenforceability of the indebtedness from any cause or the cessation from any cause of the liability of the Purchaser other than payment in full of the indebtedness. The undersigned further waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this Guaranty and notices of the existence, creation, or incurring of new or additional indebtedness. In addition to the amounts guaranteed under this Guaranty, the undersigned agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by Wine Warehouse in enforcing this Guaranty in any action or proceeding arising out of, or relating to, this Guaranty.

| | |
|-----------|---------------------|
| Signature | Social Security No. |
| Signature | Social Security No. |
| Witness | Date |

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

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 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 one 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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ | <input type="checkbox"/> S Corporation |
| <input type="checkbox"/> Other (see instructions) ▶ _____ | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Trust/estate | <input type="checkbox"/> Trust/estate |
| Note: 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 not 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. | |
| 5 Address (number, street, and apt. or suite no.) See instructions. | Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 6 City, state, and ZIP code | Requester's name and address (optional) |
| 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.

| | | | | | |
|--|---|---|---|---|--|
| Social security number | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | - | |
| | - | | - | | |
| or | | | | | |
| Employer identification number | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | | |
| | - | | | | |

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.

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

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.

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.