

### Welcome to MortgageFreeEscrow.com Escrow Services!

We are pleased you have chosen to do business with us. No other escrow servicing company offers such easy access to information, leading-edge technology and personalized customer service for automating your payouts for your Property Taxes and Homeowners Insurance. Please return the following documents:

#### **REQUIRED DOCUMENTATION:**

- ☐ Completed Account Servicing Agreement (enclosed)
- ☐ IRS Form W-9
- ☐ Preauthorized Checking Form (for setup fee and monthly service fee)
- ☐ Recent tax bill
- ☐ Copy of insurance policy or binder
- ☐ Copy of documentation for HOA or other Vendor for payouts

After completing the Account Servicing Agreement and applicable forms, please send all documents to Mortgage Free Escrow at:

**Fax:** (541) 304-0690 **Phone:** (877) 934-2351

**Email:** [Support@MortgageFreeEscrow.com](mailto:Support@MortgageFreeEscrow.com)

**Mail:** Mortgage Free Escrow  
1750 Delta Waters Rd  
Suite 102-349  
Medford, OR 97504

Your account will be activated upon processing of all required documentation. You will receive a confirmation Welcome email after setup which includes web portal access to monitor your account 24/7.

Please contact our office at (877) 934-2351 with any questions. We look forward to servicing your account!



# Mortgage Free Escrow.com

## Account Servicing Agreement

Mortgage Free Escrow, LLC (hereinafter referred to as "MFE"), is hereby directed to establish an escrow services on behalf of the below named parties.

MFE Acct # (if known) \_\_\_\_\_

### Payor:

Last Name or Company Name	First Name (blank if Company Name)	SSN or EIN
_____ Last Name	_____ First Name	_____ SSN
Mailing Address		City State Zip
_____ Phone Number(s)		_____ Email Address

### Property Address

Site Address	City	State	Zip
_____	_____	_____	_____

### Disclaimers:

#### MFE is not a loan servicer.

MFE does not provide loan servicing or note servicing.

MFE is not a money transmitter or debt collection agency. MFE is not engaged in the business of debt or credit counseling, debt settlement services or loan consolidation services. MFE does not offer services to adjust, compromise or discharge any debt.

Payor acknowledge and agree that MFE's obligations hereunder do not include, in any manner whatsoever, and MFE assumes no responsibility for:

#### Property Type:

- ☐ Primary Residence
- ☐ Secondary Residence
- ☐ Investment Property
- ☐ Other \_\_\_\_\_

1. the legal sufficiency, validity, or effect of the Note, Deed of Trust and any of the other documents executed by Payor or executed by one of these parties in favor or the other;
2. determining whether the Note, Deed of Trust or any other documents described above, and all provisions therein, are in compliance with all applicable local, state and federal laws, codes, statutes, regulations and the like, including, without limitation, RESPA, TILA, CFPB, Regulation Z, usury laws, and late charge restrictions;
3. searches of the public record with respect to title to the property which is the subject of the account, the condition of title and Payor's rights therein;
4. undertaking any activities related to (i) collection of past due payments, (ii) loan modifications, (iii) loss mitigation, (iv) foreclosure proceedings, (v) judicial trustee sales, (vi) forfeiture, or (vii) enforcement proceedings;
5. notifying any party of non-payment or declaration of default, change of interest, or ownership, condemnations, or condition of any property; or any encumbrance. Any giving of such notice(s) by MFE shall not be deemed to be an assumption by MFE of any obligation as to the giving of any subsequent notice(s);
6. the enforcement of any terms of the documents upon default by Purchaser, or to notify any party of a balloon payment;
7. payment for or notification to any party regarding recording of documents, perfection of security interests, insurance premiums, taxes, tax assessments or encumbrances, unless reserves addendum is attached and the appropriate fee is paid to MFE;
8. determination of balances to third parties or overpayments to them when instructed to credit payments to persons other than the Payor;
9. securing any necessary documents relating to the fulfillment or reconveyance of any encumbrances on the subject property upon payment in full by Payor.

## Terms and Conditions

1. Documents. If Payor has signed the Account Servicing Agreement ("Agreement"), then all required Documents referenced in this Agreement are delivered to MFE on behalf of Payor and representatives, to be held in escrow according to the terms of this Agreement. Delivery of the documents is irrevocable and will survive the death, disability, or incompetency of the delivering parties.

2. Billing Statements. MFE will provide billing statements and/or payment receipts for the convenience of Payor by email only. PLEASE NOTE: Failure to receive statement or coupons does NOT excuse the Payor from making timely payments or providing MFE needed information. If a discrepancy or difference exists between the billing statement and the Documents Deposited, the terms of the Documents Deposited prevail. MFE will notify Payor of each payment received. Accounts with more than one Payor shall select one Payor to remit payments and receive all related mailings and notices.

3. Late Notices. Accounts can be set up to include late payment and non sufficient funds notices by email. A late notice or NSF fee will be charged if they payment fails. If included in the Documents Deposited, MFE will not be responsible for advising Payor or Payee of any delinquency, default, or late charges. Should Payor require notification of any delinquent payments pursuant to any applicable local, state and federal laws, codes, statutes, regulations and the like, Payor agrees to pay MFE its Delinquent Notification Fee listed on the Fee Schedule attached hereto for each Delinquent Notification sent. A Delinquent Notification Fee will be charged only if a Delinquent Notification is actually sent by mail. Fees are subject to change with thirty (30) days' written notice to the parties.

4. Collection of Payments. MFE will act as agent for Payor for the limited purpose of accepting, recording, and distributing payments detailed in this Agreement. MFE will accept all payments made by Payor before or after the payment due date unless the MFE has received appropriate evidence from Payee stating that Notice according to the Documents Deposited has been given to the Payor starting forfeiture, foreclosure, or other legal action against Payor. Payments will not be processed on Saturdays, Sundays, and posted MFE holidays. MFE shall not be responsible for delays due to Acts of God or other causes outside the control of MFE. Unless otherwise instructed or required by applicable law, payments will be applied in the following order, 1) MFE fees, 2) late charges. 3) Escrow trust balance.

5. Should no payment installment or portion thereof be received by MFE for a period in excess of one hundred fifty (150) days after applicable due date, MFE may assume the parties have abandoned the servicing account and upon thirty (30) days' written notice to the last known address of each party. MFE's responsibilities hereunder shall terminate.

6. Fees. Servicing fees paid by Payor must be sent in addition to Payor's regular payments. If not paid, then those fees will be deducted from the Payor's escrow balance held by MFE, or from regular payments PRIOR to applying payment to amount due to Payor's escrow account balance. Servicing fees are subject to change with thirty (30) days' written notice to parties.

7. Payment Distributions. MFE will distribute payments to the named individuals and/or entities as instructed in writing by information submitted by the Payor in the Impound Addendum and submitted documents.

MFE reserves the right to delay distributions until payments deposited have cleared the issuer's bank according to MFE's Payment Policy. If MFE does not have a valid current email address for Payor, it may hold all distributions for that Payor in a non-interest bearing trust account, without liability.

8. Insufficient Funds/Returned Items/Uncollected Funds/Funds Owed to MFE. If a payment received by MFE is returned or rejected for any reason, all Payor parties are liable jointly and separately for immediately reimbursing MFE for all funds paid out and all costs incurred and fees assessed in the recovery of these funds including but not limited to Servicer's Returned Item Fee plus 1.50% of the disbursement made to or behalf of Payor per month from the date of payment to Payor until recovered. The Parties authorize MFE to reverse direct deposits and retain future payments to recover funds. MFE shall have a lien on all monies, papers, and properties held by it in connection with this account or any other account it is servicing for Payor for its incurred fees, costs or expenses. If MFE is required to hire a collection agency or an attorney to recover its funds, Payor agree to pay the collection agency fees and attorney's fees not to exceed 25% of the amount owed or the amount fixed by applicable law, whichever is greater.

9. Overpayment (Right of Offset). In the event of an overpayment for any reason, including payment sent due to MFE error, the Parties agree to reimburse MFE immediately. MFE also has the right to recover against funds it is holding, or which come into its possession. Parties authorize MFE to advance funds on their behalf to ensure an accurate distribution and parties also agree to cooperate and to pay MFE any and all funds advanced on their behalf.

10. Default. If any default under the terms of the Collected Documents including installment payments, remains uncured for a period of 120 days from due date, MFE may deliver all Documents Deposited to Payee upon demand of Payee or at election of MFE, unless default has been cured before receiving Payee's request. MFE shall have no liability for accepting payments after Payee begins forfeiture, foreclosure, or judicial action against Payor until after MFE has received written notice of such action from Payee and proof of delivery of pertinent document to Payor.

11. Account Close Out, Withdrawal and Cancellation of Account Servicing Agreement. Parties may request cancellation of this Agreement by delivering a signed, written request to MFE along with MFE's File Close Fee and all outstanding servicing fees and charges. MFE may terminate this Agreement, with or without cause, with written notice to Parties at last known addresses and by email notification.

12. Delivery of Documents. When, according to the information in its possession, Payor has paid all sums required by Collected Documents, MFE is authorized and instructed to deliver those documents to Payor or Payor's agent and to notify Payee of payment and delivery, thereby terminating Servicer's duties. However, MFE may collect fees and process the appropriate release documents if available.

13. Ownership Changes/Modifications. MFE shall not recognize any change in beneficial interest, property ownership, or other modification to the Documents Deposited until sufficient documents, as determined by MFE, have been received to establish such change and any related costs have been fully paid. In the absence of written notification, MFE has no responsibility or liability for such changes. MFE shall hold any payments it collects after receiving notice of the death of a Payee or a pending assignment in a non-interest bearing trust account, without liability. The funds will be paid out only when MFE, in its sole discretion, has sufficient documentation to establish rightful ownership.

14. Third Party Payouts. If distributions are to be paid to a third-party, Parties agree they are fully responsible for such liabilities. MFE agrees to remit payments to the third-party provided funds are available. MFE assumes no responsibility for how payments are applied by the third-party to underlying debt or obligation or for verification of receipt and application of said payments by prior lienholders or for failure of any such payments to fully discharge said obligations.

Payor will:

- Keep all such payments current
- Verify that all third-parties apply payments correctly
- Correct any problems that may arise with third parties
- Advise MFE of any changes in third-party address or payments due on liabilities
- Be responsible for ensuring prior third-party liabilities are paid

If payments received by MFE is not sufficient to pay any liability connected with the property when due, Payor is responsible for and agrees to pay amount necessary to keep liabilities current.

All parties agree to immediately forward to MFE all correspondence they receive from third-parties. Payor fully acknowledges any liens listed against Property.

If this account or any prior liens/debts become delinquent by 30 or more days, or have late fees or other penalties outstanding, MFE may terminate this Agreement with 30 days' written notice.

15. Tax and Insurance Impounds. If the Parties have contracted MFE to impound and pay insurance premiums, property taxes and/or any other assessments against the property, Payor agrees to pay to MFE, in a sum equal to 1/12th of the insurance premiums, annual property taxes and/or any other assessments plus a cushion equal to 1/6th of the total annual impound disbursements. The monthly impound requirement will be estimated by MFE without liability. MFE will hold said sums in a non-interest-bearing account designated to pay said obligations and furnish an annual statement of the account to the Payor. **MFE will not advance funds for any purpose if there is a shortage, but will advise Payor of shortages at the time they are discovered. MFE will not be responsible for any late fees, lapses in coverage, or penalties resulting in a shortage.**

Provided funds are available, MFE will pay the premiums on the insurance policy related to the property for which services are being provided as it becomes due upon receipt of the premium notices. Payor must immediately notify MFE if there are any changes to the policy. MFE has no liability to maintain any insurance coverage on the property or to obtain insurance premium invoices for the property, but is liable only for paying the insurance premium invoices that properly identify the account involved timely presented to it for payment. Parties must provide MFE with insurance premium invoices in advance of payment due dates.

Upon cancelation of MFE services, any escrow funds held will be paid/refunded back to the Payor.

Should the servicing account be terminated due to forfeiture, foreclosure or Trustee's Sale of the Payor's interest, then any funds in the impound account shall be paid to Payor upon closing the servicing account unless MFE is otherwise directed.

The impound account may be terminated at any time upon mutual written agreement of the Parties. If MFE does not have sufficient funds or information to pay amounts due, MFE has the right to terminate the impound account.

16. Exclusions. MFE will not be responsible for any of the following:

- A. Correctness, completeness or legal sufficiency of Collected Documents or any other documents held by MFE
- B. Notifying any party of non-payment, default, declaration of default, encumbrances, or sale or transfer of property
- C. Paying any taxes, assessments, or insurance premiums, except as contracted for by separate Agreement between MFE and Payee or Payor
- D. Penalties, charges, fees or actions provided for in Collected Documents or any other document deposited with MFE except as related to the schedule of payments in the Documents Deposited
- E. Any and all loss of payment affecting outstanding balance of Documents Deposited due to failure of party to provide written notification to MFE
- F. Application of any distributions made at direction of Payor other than for deposit into Payor's account
- G. Payor's failure to make full payments when due or to perform under any covenant under the Documents Deposited
- H. Taking any legal or other steps to enforce collections of payments.

Nothing contained in these Terms and Conditions will replace, modify, or amend the terms of the Note or Contract between the Payor and any other party to which MFE is not a party. Except as related to the schedule of payments, Parties agree that MFE's responsibilities are limited to those detailed in this Agreement, including any addendums or modifications made in compliance with other provisions of this Agreement. In the event of a conflict between the Documents Deposited and this Agreement, except as related to the schedule of payments, this Agreement prevails. MFE will be responsible only for the exercise of ordinary care in crediting and transmitting the funds and documents received under this Agreement and shall be released from all further liability.

17. Disputes/Interpleader/Indemnity. In the event of a dispute or conflicting instructions from the Parties, MFE shall have the right to seek legal remedies and to do any or all of the following:

- Discontinue services until dispute or conflict is resolved;
- Terminate this Agreement with written notice, and may return Documents Deposited and an accounting of funds received to the appropriate party.
- Begin an interpleader action in court, thereby absolving MFE from all further obligation or liability under this Agreement. Parties jointly and separately agree to indemnify and hold MFE harmless for any costs, damages, attorney fees, collection agency fees, employee time, expenses, and liabilities sustained in connection with servicing this account, including any arising court actions or interpleader actions. Parties also jointly and separately agree to pay MFE upon demand for said items.

17. Disputes/Interpleader/Indemnity. In the event of a dispute or conflicting instructions from the Parties, MFE shall have the right to seek legal remedies and to do any or all of the following:

- Discontinue services until dispute or conflict is resolved;
- Terminate this Agreement with written notice, and may return Documents Deposited and an accounting of funds received to the appropriate party.
- Begin an interpleader action in court, thereby absolving MFE from all further obligation or liability under this Agreement. Parties jointly and separately agree to indemnify and hold MFE harmless for any costs, damages, attorney fees, collection agency fees, employee time, expenses, and liabilities sustained in connection with servicing this account, including any arising court actions or interpleader actions. Parties also jointly and separately agree to pay MFE upon demand for said items.

18. Bankruptcy. In the event of any Bankruptcy proceeding, MFE will not be considered as the Agent for the Parties for notification of the event, nor will MFE be responsible for forwarding to the Parties any Bankruptcy notices it receives. Parties agree that they will not, or they will instruct their counsel not to, list MFE as their creditor or use the MFE's address for notification to a creditor. Parties further agree to forward copies of any initial bankruptcy filings to MFE. MFE may, at its discretion, resign or continue to accept and distribute payments and discontinue tracking a balance after receiving such notice.

19. Account Status. MFE is authorized to provide beneficiary/payoff statements for the Documents Deposited to the Payor or other persons authorized by law to receive such information, and to charge the fee permitted by law for providing those statements. MFE may require, but does not need, Payor's approval of such figures before providing them. Payor has no recourse against MFE for quoting an incorrect figure based on the information in MFE's possession at the time the quote was requested.

20. Relationship. Parties understand and agree that MFE has no authority to act as an agent for Payor. They further agree that neither has any right or authority to direct or control the actions of MFE beyond the limited undertakings as detailed in Agreement.

21. Venue. This Agreement has been made and will be interpreted and enforced in and under the laws determined by the location of MFE's office performing the duties of this Agreement, as if all parties were residents of that state and county.

22. Agreement Binding on Successors. This Agreement shall be binding and work to the benefit of all parties and their heirs, devisees, representatives, officers, directors, employees, shareholders, receivers, and assigns. This Agreement shall also be binding on any successor of MFE.

23. Severability. In the event any part of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining parts shall not be affected or impaired.

24. Entire Agreement. This Agreement, including any addendums or modifications made in compliance with other provisions of the Agreement, constitutes the entire understanding of MFE and the parties to this Agreement. This Agreement may be modified or amended by MFE upon written notice to Payor, or in writing by the appropriate parties and accepted by MFE.

25. Requests for Information/Notice of Error. The Parties may request information from MFE and notify MFE of specific errors by submitting a qualified written request in the form of written correspondence, other than notice on a payment coupon or other payment medium supplied by MFE, which includes the requestor's name, account number and reason for request. Requests for information and notifications of error should be sent to MFE's mailing address at 1650 Delta Waters Rd, Suite 102-349, Medford OR 97501 or sent via email to MFE at support@mortgagefreeescrow.com.

**26. AS MATERIAL CONSIDERATION FOR MFE's ESCROW SERVICES ACCEPTANCE OF THE ESCROW SERVICE WITH PAYOR, PAYOR HEREBY AGREES THAT MFE SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, ANY NEGLIGENT ACT OR OMISSION OF MFE ESCROW, DONE ON BEHALF OF PAYOR, AND MFE SHALL BE HELD HARMLESS AND NOT BE LIABLE FOR ANY DAMAGES, CLAIMS, DEMANDS, LOSSES OR COSTS ALLEGED, CLAIMED, INCURRED OR SUFFERED BY PAYOR.**

27. MFE has no responsibility or liability for the authority of documents affecting change in beneficial interest, property ownership or other modification for accounts wherein the property is located outside of the United States of America.

28. Fees from payouts by receiving parties will be deducted from payment proceeds. Payor fees will be added to the payment amount and collected with each payment. Delinquent Payor fees may be collected from subsequent payments received. All fees and charges are subject to change with thirty (30) days' written notice to parties. Parties agree to pay additional fees charges for extraordinary services, including, but not limited to whenever (a) MFE renders additional services not set forth herein, (b) conditions of this collection are not promptly fulfilled, (c) manual interest calculations or disbursements must be made because of changes therein or in underlying reserves, or (d) parties become involved in litigation concerning this Agreement or the documents.

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<b>Payor</b>	<b>Date</b>
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<b>Payor</b>	<b>Date</b>
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## Fee Schedule

This page is part of the Account Servicing Agreement

<b>Initial One Time Setup Fee</b> includes notification to the taxing authority and/or insurance company, an escrow analysis to determine current reserves and monthly payment need. You will receive login information to our website for 24/7 account monitoring	30.00
<b>Monthly Service Fee</b> includes monthly Auto Debit from your bank account, monthly email payment reminders and monthly account statements.	8.95
<b>NSF/Return Payment Fee</b>	25.00
<b>Automatic Payouts</b> includes payouts to your taxing authority/insurance company/or back to your account	20.00 (per payout)
<b>Monthly Statement</b>	Included
<b>24/7 Account Access through our web portal</b>	Included
<b>Changes/Delays/Rescheduling your payment</b>	Included
<b>Payment History of payments and payout (on request)</b>	Included
<b>Escrow Analysis</b>	Included
<b>Annual Tax Statement</b>	Included

Many "Loan Servicing" companies offer Escrow Servicing as an additional add-on to their servicing. Pricing consistently ranges from \$17 a month to \$45+ a month, plus additional fees. We can offer our low pricing because we specialize in escrow services for paid of mortgages.

You can eliminate the risk and headache of your two largest bills of the year by using our automated and specialized escrow servicing. Enjoy piece of mind by avoiding the risk of late penalties and lapses in coverage by using our specialized escrow servicing.

## Impounds

Payor agrees to pay to MFE in addition to the regular monthly installments required under the main account, a sum equal to 1/12<sup>th</sup> of the estimated annual taxes, insurance premiums and any other assessments plus a cushion equal to 1/6<sup>th</sup> of the total of estimated annual disbursements. Payor authorizes the tax assessor, insurer and any other obligee named below to release information concerning Payor's account with them to MFE. A copy of this authorization shall be as valid as the original.

Payor directs MFE to establish impounds for the following payments:

- ☐ **Insurance** (Insurance Premium statement must be attached)  
Payor will provide insurance bills and notices to servicer and will ensure that insurance bills and notices include MFE account number. Payee, not MFE, should be named as the loss payee. Attach insurance premium statement and receipt that confirms annual premium is paid in full.
- ☐ **Property Taxes** (Tax statement must be attached)  
Payor understands that supplemental tax bills or other assessments, if any, are Payor's responsibility to pay directly, unless Payor has made prior arrangements with MFE. Attach tax statement that confirms tax payments are current.
- ☐ **Other** (check if applicable)
  - ☐ Home Owner's Association (Home Owners Association statement must be attached)
  - ☐ Other \_\_\_\_\_ (Appropriate docs must be attached)

MFE will complete an analysis of impounds to determine monthly impound payment. If necessary, Payor agrees to pay to MFE a deposit to establish reserve account. MFE will determine the amount required for deposit or adjust the impound payment amount accordingly when completing the initial impound analysis.

MFE will complete an annual analysis of impounds and adjust the monthly impound payment accordingly. Payor agrees to pay to MFE an annual Impound Account Analysis Fee for MFE's annual impound account analysis. Fees will be charged in accordance with MFE's published Fee Schedule and may be collected from any impound account overage or billed to Payor. Fees are subject to change with thirty (30) days' written notice.

I agree to be bound by MFE's terms and conditions attached to the Account Servicing Agreement.

\_\_\_\_\_  
**Payor** **Date**

\_\_\_\_\_  
**Payor** **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.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## 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 ►
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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.*



By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.