



Contractor Agreement Check List

**ALL ITEMS MUST BE FILLED OUT AND TURNED IN BEFORE FIRST CHECK  
IS PAID OUT**

- CONTRACTOR INFORMATION
- CONTRACTOR SERVICE AGREEMENT
- W9 FORM
- INSURANCE AND WORKERS COMPENSATION FORM
- COPY OF DRIVERS LICENSE
- COPY OF SS CARD, PASSPORT (or Equivalent)



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**CONTRACTOR INFORMATION FORM**

DATE COMPLETED: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

COMPANY NAME (IF APPLICABLE): \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

SSN/TIN: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**\*\*\*SERVICE AREA/CITIES THAT YOU WILL ACCEPT JOBS\*\*\***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_



**CONTRACTOR AGREEMENT**

This contract, hereinafter referred to as (the **“Agreement”**) is entered into by and between the below signatories, Mars \_\_\_\_\_, LLC (**“Mars”**) as owner and \_\_\_\_\_ (**“Contractor”**), effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, Mars is in the business of performing residential, multi-family and/or commercial carpet cleaning, housekeeping, HVAC, plumbing, electrical, maintenance, make-ready, restoration, resurfacing, pest-control, and/or roofing services; and

**WHEREAS**, Contractor is skilled in the performance of all the Contract Duties identified below and has offered to contract with Mars on a third-party basis to perform services to Mars’ Multifamily, Residential, and commercial customers in the Dallas/Fort Worth metroplex; and

**WHEREAS**, Mars is desirous of securing the performance of all the Contract Duties and Services identified below by Contractor.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the parties agree as follows:

**1. Services.**

**1.1 Contract Services.** From and after the Commencement Date and until this Agreement is terminated, Contractor shall timely and fully perform the following services on behalf of Mars as an independent contractor in connection with the sale and servicing of Mars’ customers in the Dallas/Fort Worth metroplex (the **“Services”** or the **“Contract Duties”**):

- |                       |                    |                   |
|-----------------------|--------------------|-------------------|
| _____ Carpet Cleaning | _____ Maintenance  | _____ Plumbing    |
| _____ Electrical      | _____ Make-Ready   | _____ Restoration |
| _____ Houskeeping     | _____ Paint        | _____ Resurfacing |
| _____ HVAC            | _____ Pest Control | _____ Roofing     |
| _____ Other - _____   |                    |                   |
| _____                 |                    |                   |
| _____                 |                    |                   |

The rights granted to Contractor in this agreement are non-exclusive. Mars may enter into other agreements with whomever, on whatever terms it desires for the performance of services similar to the services contained herein. The Services have been specially ordered and commissioned by Mars. To the extent the Services include materials subject to copyright, Contractor agrees that the Services are done as “work made for hire” as that term is defined under U.S. copyright law, and that as a result, Mars will own all copyrights in the Services. Contractor further agrees to: (a) perform all of the Contract Duties and Services in a good and workmanlike manner, and in accordance industry standards established by those engaged in a business similar to that of Contractor in performance of the Contract Duties and Services; (b) pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Contractor, and all other expenses whatsoever incurred in the performance of the Contract Duties and Services; (c) obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the with the Contract Duties and Services and to otherwise comply with all governmental regulations pertaining to the performance of the Contract Duties and Services; and (d) keep the work site free from accumulation of waste materials or rubbish caused by Contractor’s operations. Contractor further agrees to follow the schedule set forth in this Agreement and per instructions obtained in the ServiceTitan application (the “App”). The content, style, form, and format of any work product performed by the Contractor shall be completely satisfactory to Mars and shall be consistent with Mars standards.

**1.2 Relationship of the Parties.** Contractor does hereby state, represent, and warrant that he/she/it is an independent contractor. In no event and/or under no circumstances shall Contractor, in the performance of his/her/its contractual obligation hereunder, be deemed or considered to be acting as a servant, agent or employee of Mars. All Contractual Duties and Services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor’s employees, look to Mars as his/her employer, or as a partner, agent, or principal. Neither Contractor, nor any of Contractor’s employees, shall be entitled to any benefits accorded to Mars’ employees, including without limitation worker’s compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, and in Contractor’s name, unemployment, disability, worker’s compensation, and other insurance, as well as licenses and permits usual or necessary for conducting the Services and will provide proof of same to Mars prior to commencement of Agreement. Contractor further agrees to indemnify and hold harmless Mars and any of its respective affiliates, subsidiaries, employees, or parent corporation against any and all liability thereof.

**1.3 Compensation and Reimbursement.** Mars will pay Contractor compensation for Contractor’s performance of the Contract Duties and Services in the amounts and at the rates established as follows:

**EACH DEPARTMENT MANAGER TO PROVIDE COMPENSATION RATES TO RACHEL TO CREATE A TEMPLATE FOR THAT DEPARTMENT**

Completeness of work product shall be determined by Mars in its sole discretion, and Contractor agrees to make all revisions, additions, deletions, or alterations as requested by Mars. Mars has the right to hold payment back due to lack of completion details on any job performed by contractor. No other fees and/or expenses will be paid to Contractor unless such fees and/or expenses have been approved in advance by the appropriate Mars Department Manager in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Mars harmless from, any claims, losses, costs, fees, liabilities, damages, or injuries suffered by Mars arising out of Contractor’s failure with respect to its obligations in this Section 1.3. If Contractor requires invoices to be sent to Mars

for payment, Contractor will have forty-eight (48) hours to send Mars the invoice for payment after the start date of the said job. **Invoices must be sent to payable@marsservices.com** with a copy to the appropriate Mars Department Manager.

**1.4 Term of Agreement.** Unless terminated sooner as provided herein, the contractor-owner relationship created by this Agreement shall commence on the effective date (the “**Commencement Date**”) and terminate twelve (12) months from said date. Thereafter, the Term shall continue on a month-to-month basis, unless terminated in writing by either Party by providing not less than thirty (30) days’ notice to the other Party. Mars may terminate this Agreement at any time by giving Contractor thirty (30) days’ prior written notice of its election to terminate, without penalty or liquidated damages.

**1.5 Consideration.** Mars specifically acknowledges that it would never hire Contractor, but for Contractor’s agreement to be bound by the terms and conditions of the covenant not to solicit Mars’ customers, and the terms concerning the non-disclosure use of confidential business information of Mars. Contractor agrees that it has been paid good and valuable consideration as listed in compensation in exchange for these covenants.

**1.6 Enforcement, specific performance and injunctive relief.** Contractor agrees in addition to all other remedies available at law to Mars, Mars shall have the right to specific performance and injunctive relief in the broadest sense necessary to affect the protection and rights of Mars under this agreement. Contractor also agrees that Contractor’s failure to perform all of the promises set forth herein will cause Mars to sustain loss and damage which will be difficult to ascertain and measure, and for which Mars will have not adequate remedy at law. It is therefore reasonable and necessary that Mars be accorded the equitable remedies of specific performance and injunctive relief, without and requirement for a bond.

**1.7 Supplies and Equipment.** Any and all supplies, equipment, uniforms and/or materials whatsoever that may be necessary to perform the Services and Contract Duties shall be furnished by the Contractor at no additional cost or charge to Mars. All such materials and supplies shall be of first quality only, and no additional charge shall be made by Contractor for this requirement.

**1.8 Removal of Debris.** Contractor at all times shall keep the work site free from accumulation of waste materials, equipment or rubbish caused by his/her/its Contract Duties and Services. Upon completion of the Contract Duties and Services, Contractor shall remove all its waste materials, equipment and rubbish from the work site and shall remove all his/her/its tools, construction equipment, machinery, and surplus materials.

**1.9 Compliance with Laws and Regulations.** Contractor agrees to comply with all federal, state and local laws, ordinances and/or rules and regulations in connection with the performance of his/her/its Contract Duties and Services under this Agreement.

**1.10 Liens.** Contractor will keep the work site premises free and clear from all liens and indemnify and defend Mars against any and all costs, expenses, losses, damage and claims resulting from the filing of any such lien. Mars may require as a condition to payment waivers or releases of liens or receipts in full and an affidavit that such claims have been fully satisfied.

**1.11 Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Mars and its respective directors, officers, agents, affiliates, and employees (the “**Indemnitees**”) from and against any and all losses, claims, demands, liabilities, causes of actions, suits, judgments, and expenses (including attorneys’ fees) (collectively the “**loss**”), for bodily injury, property damage, or personal or advertising injury attributed to, arising out of , incident to, or in connection with

Contractor's performance of (or failure to perform) its Contract Duties and Services, including loss caused or alleged to be caused by joint or concurrent negligence, fault, or strict liability of one or more Indemnitees, but excluding loss caused by or alleged to be caused by the sole or gross negligence or intentional misconduct of such Indemnitees. THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY INDEMNITEES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN ONE OR MORE INDEMNITEES ARE, OR ARE ALLEGED TO BE, JOINTLY OR CONCURRENTLY LIABLE WITH CONTRACTOR. Contractor's duty to defend under this Paragraph 1.11 shall continue until (a) all claims for which a duty to defend arises have been finally resolved, or (b) (if joint or concurrent fault has been alleged) it has been determined by final adjudication that the loss was caused solely by Indemnitees' sole or gross negligence or intentional misconduct. Contractor's obligations under this Paragraph 1.11 shall survive termination or expiration of this Agreement.

**1.12 Insurance.** At all times while performing the Contract Duties and Services, Contractor shall maintain, at its sole cost and expense workers compensation insurance, commercial general liability insurance and commercial auto insurance in the amounts indicated in **Exhibit A** from insurance companies and in a form reasonably satisfactory to Mars.

## **2. Protection of Company's Confidential Information.**

**2.1 Confidential Information.** Following the execution of this Agreement and during the existence of this Agreement, Mars shall disclose to contractor certain valuable, confidential, proprietary information belonging to Mars to enable contractor to perform contractors duties and responsibilities hereunder ("**Confidential Company Information**") Such Confidential Company Information of Mars includes, but is not limited to: data compilations, pricing, forms procedures, processes, mailing lists, customer lists, databases, sales cost of goods, margins, name of suppliers and customers information contained in any customer profile, customer files, customer billing arrangements, customer contact information, customer floor plans, customer preferences, training, techniques, and materials marketing and management plans, business plans, and forecasts, sales methods, trade secrets, innovations, potential customers lists, strategies, and forecasts, Mars financing information, and financing arrangements between Mars and its vendors and customers. Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Confidential Company Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal, or transport of tangible embodiments of, or electronic files containing, Confidential Company Information from Company's principal place of business, without prior written approval of Company.

**2.2 Non-Disclosure or use of confidential business information.** Contractor agrees to hold confidential and agrees not to during or at any time after the termination of this agreement, directly or indirectly disclose, to publish or use for the benefit of a third parties or for the benefit of Contractor, except as required in the course of Contractor's agreement with Mars any of Mars' Confidential Company Information. Contractor further covenants and agrees not to undertake any activity which would require Contractor to reveal to third parties or otherwise use such Confidential Company Information or other information which might be derived from such Confidential Company Information. Contractor agrees that any Confidential Company Information shall be and remain sole and exclusive property of Mars regardless of whether or not Contractor has any hand in the development or origination of the Confidential Company Information.

**2.3 Duties and Responsibilities.** Contractor shall use reasonable, good faith efforts to sell and perform the Services for the Mars' customers assigned to Contractor and manage its employees and third-

party contractors to sell and perform Services for the Mars' customers assigned to them. Mars shall have the right to control the details of the contractor's work. All forms, reports and other documents or materials may be received by Contactor shall be promptly delivered to Mars and any money shall be made to Mars. Contractor shall not, without prior written approval of the President of Mars, make any representations or commitments that are binding upon Mars and shall not modify Mars' rates outside of the listed rates on the most current price list for the specific region. Mars shall have the sole and exclusive right to accept or reject any sale for any reason it deems appropriate.

**2.4 Work Order Acceptance and Arrival.** Contractor shall only perform Services according to the instructions received in the App (the "Work Order"). The Work Order will contain a priority level and Contractor must choose to accept or decline the Work Order within the timeframe specified for the applicable priority level. If Contractor does not accept the Work Order within the applicable timeframe for the Work Order priority level, then Contractor will be deemed to have declined such Work Order. If Contractor accepts a Work Order, then Contractor must arrive on site at the time and date specified in the Work Order. If Contractor cannot arrive on site at the time and date specified in the Work Order, Contractor must decline the Work Order. In such event, Contractor may request a rescheduled time and date from Mars, subject to approval by the appropriate Mars Department Manager. Mars reserves the right to modify or cancel any rescheduled time and date. No Work Orders may be rescheduled within six (6) hours of the scheduled time of performance without Mars prior written consent.

**2.5 Not to Exceed Approval Process.** If, in order to complete the Services as described in the applicable Work Order, Contractor is required to perform Services which would result in costs in excess of the not to exceed ("NTE") amount described on the applicable Work Order ("Additional Work"), then Contractor must document the Additional Work needed, including pictures, and do the following:

- A. If the Additional Work can be performed while Contractor is on site, then Contractor must call the Department Manager to obtain approval to proceed with such Additional Work. Contractor should be prepared to give a detailed quote, including time and materials.
- B. If the Additional Work cannot be completed while Contractor is on site for the applicable Work Order, then Contractor must upload an estimate and photographs of the Additional Work into the App within seventy-two (72) hours.

**2.6 No inconsistent obligations.** Contractor represents and warrants that it has not previously assumed any obligations inconsistent with this Agreement and that there are no limitations or restrictions on the ability of Contractor to perform any of the obligations in this Agreement. Contractor represents and warrants that it will not hire any Mars' employee or any former employee of Mars that worked for Mars within twelve (12) months of the effective date of the Agreement as an employee or third-party contractor to perform services under this Agreement. Contractor represents that it, nor any of its employees or third-party contractors is bound by a non-competition agreement that would prevent contactor from working for Mars.

**2.7 Non-Solicitation of Mars' Customers.** Contractor agrees that in will not directly or indirectly, or in conjunction with or on behalf of any individual or entity, solicit, divert, take away or attempt to take away from Mars' any customer, potential customer, or account that Contractor performed work for or had solicited as of the date of termination of this Agreement.

**2.8 Termination of Agreement.** In the event this agreement is terminated for any reason, the following terms will remain in effect: Indemnification, Confidential Business Information, Non-Disclosure

or Use of Confidential Business Information Records and Property of Mars, Non-Solicitation of Mars' Customers.

**2.9 Assignment.** Contractor hereby assigns and agrees to assign to Mars, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest Contractor may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all "moral rights" or right of "droit moral" (collectively "**Moral Rights**"), that Contractor may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, Contractor waives, disclaims and agrees that Contractor will not enforce such Moral Rights. Contractor agrees that such assignment shall extend to all languages and including the right to make translations of the Materials and Innovations. Additionally, Contractor agrees, at no charge to Mars, but at Mars' sole expense, to sign and deliver to Mars (either during or subsequent to Contractor's performance of the Services) such documents as Mars considers desirable to evidence the assignment of all rights of Contractor, if any, described above to Mars and Mars' ownership of such rights and to do any lawful act and to sign and deliver to Mars any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.

### **3. Miscellaneous Provisions**

**3.1 Representations and Warranties.** Contractor represents and warrants to Mars that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Mars; that in performing under the Agreement; (b) Contractor will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party. Contractor shall defend, indemnify and hold Mars and its successors, assigns and licensees harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Contractor's, or Contractor's employees, breach or alleged breach of any representation, warranty or covenant in this Agreement, and/or from the acts or omissions of Contractor or Contractor's employees. Contractor shall correct any defects in workmanship that occur within a period of ninety (90) days from the date of final completion of the Work, and any defects in Materials that occur within a period of one (1) year from the date of final completion of the Work; provided, however, if any longer warranty period is specified for any Materials or workmanship under any Specifications, the Agreement, a Work Order, or any manufacturer's warranty, the longer warranty period shall govern. Mars shall notify Contractor in writing of any defects in workmanship or Materials. Contractor shall correct such defects in a manner acceptable to Mars within five (5) days from notification by Mars of any such defect.

**3.2 Governing Law and Attorney's Fees.** Contractor agrees that in the event Mars is required to employ the services of attorneys to enforce any of Mars' rights hereunder, Contractor shall pay all reasonable and necessary attorney's fees and cost so incurred.

**3.3 Non-Disparagement.** During the term of this Agreement, any renewal term after this Agreement terminates, Contractor shall not make any disparaging or untruthful statements to third parties regarding Mars and/or and of its managers or employees.

**3.4 Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written, between the parties.



**3.5 Injunctive Relief.** Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Mars will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

**3.6 Contractor's Remedy.** Contractor's remedy, if any, for any breach of this Agreement shall be solely in damages and Contractor shall look solely to Mars for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement, including, without limitation, the attachment of a mechanic's or materialman's lien. Contractor shall look solely to Mars for any compensation which may be due to Contractor hereunder.

**3.7 Agency.** Contractor is not Mars' agent or representative and has no authority to bind or commit Mars to any agreements or other obligations.

**3.8 Amendment and Waivers.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

**3.9 Time.** Contractor agrees that time is of the essence in this Agreement.

**3.10 Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving written notice to the other party in conformity with this section.

**3.11 Jurisdiction and Venue.** This Agreement shall be governed by the laws of the state of Texas without regard to choice of law or conflicts of law principles. Venue for any litigation shall lie exclusively in Tarrant County, Texas. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No waiver by Mars of any breach or a series of breaches of performance or of any of Mars' or Contractors' obligations pursuant to this Agreement will constitute a waiver of any provision of this Agreement. This Agreement constitutes the entire negotiations between the parties and supersedes and merges all prior and contemporaneous oral or written agreements, negotiations, or understandings of the parties regarding the subject matter of the Agreement. This Agreement may not be modified except by written agreement signed by both Contractor and Mars. No oral amendments to this Agreement shall be permitted under any circumstances.

*Signatures to follow*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**OWNER:**

MARS \_\_\_\_\_, LLC

By: \_\_\_\_\_  
David Meyers, President

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## EXHIBIT A – INSURANCE REQUIREMENTS

A. Contractor shall, at all times during the period in which this Agreement is in force, procure and maintain the following types of insurance protecting the interest of Mars and Contractor with terms and limits not less than those set forth below, unless modified by written agreement between the parties.

B. Commercial General Liability (CGL)

a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expenses (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b) Contractor shall maintain CGL coverage for itself for the duration of the project and maintain Completed Operations coverage for itself for at least 5 years after completion of the Work.

C. Automobile Liability Insurance

Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the Agreement Duties or Additional Work, with the following minimum limits:

a) Bodily Injury and Property Damage

b) \$1,000,000 combined single limit

D. Pollution Liability Insurance

If Contractor's responsibilities include remediating site due to environmental concern (either as part of Commercial General Liability coverage or as a separate policy) covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, arising out of the Work to be performed under this Agreement. Coverage shall be provided for both Work performed on site, as well as during the transport of hazardous materials, with the following minimum limits: \$1,000,000 per occurrence and in the aggregate

E. Workers Compensation

F. Waiver of Subrogation

Contractor waives all rights against Mars and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements stated above.

G. Certificate of Insurance

Contractor shall provide Mars with valid certificates of insurance with all endorsements prior to commencement of work verifying said insurance requirements have been met.

Contractor Additional Requirements (PLEASE INITIAL EACH)

\_\_\_\_\_When a job is noted for AM, I will arrive between 8:00 AM and 10:00 AM and complete the job by 12:00 PM and when a job is noted for PM, I will arrive between 1:00 PM and 3:00 PM and complete the job by end of working day. If in the event I cannot make the designated and communicated time frame I am to reach out to Department Manager at Mars to inform him/her of an estimated time frame that I will be there at so that Mars is able to communicate this to the customer.

\_\_\_\_\_Quality of performance on every job is what Mars strives for. In the event Mars is called back to fix/redo/amend a job performed I will have to go back and complete the job within 24 hours from the time I am called in. In the event, I am unable to perform and complete the job within 24 hours from the time I am called in, I agree that Mars will reassign the job to another Contractor and that I will forfeit my pay for that job. In addition, in the event that I am unable to perform and complete the job in a manner that is satisfactory to Mars and the customer, I will forfeit my pay for that job.

\_\_\_\_\_All jobs must be finished out with completion notes and photos to match by 8:00pm. If I do not provide this information by this time, I will not get paid. If I do not close out the job, I will not get paid. If I am running behind, I will need to contact Mars to inform them the job is not finished yet. I will not wait until the evening to contact Mars about an incomplete job because if I do so I will receive no additional job assignments.

\_\_\_\_\_I am required to clean up after myself. If Mars is called for failure to do so, Mars may hold my check as Mars sees fit.

\_\_\_\_\_If for any reason someone requests for me to perform additional work and it is not on my work order, I MUST have Mars add the additional work on the work order with approval from the customer before I will get paid. I will not get paid for any additional work not listed on my work order or if there is no approval from the customer.

\_\_\_\_\_I will not complain about any job details to a customer.

\_\_\_\_\_Is will not discuss the cost of services to any customer. If a customer asks about costs of services, I will direct them to the Department Manager.

\_\_\_\_\_If any damages occur on site of a job, I MUST reach out to the Department Manager, so the problem does not get worse.

\_\_\_\_\_If I have any discrepancies with my check, I will discuss it with the Department Manager over the phone and not in the lobby of Mars.

\_\_\_\_\_ I acknowledge that I am not an employee of Mars and am being paid as a 1099 contractor.

\_\_\_\_\_ I confirm that I have all the tools necessary to perform the job requested by Mars, reliable transportation to get me to and from the job and a working cell phone that allows me to access the Mars' app.

\_\_\_\_\_ I acknowledge that all jobs over Five Thousand Dollars bid (\$5000.00) will require Mars to collect 50% up front from the customer. When that payment is received, I will receive fifty percent (50%) of the pay owed to me in my paycheck. The remaining fifty percent (50%) owed on the project will be billed upon completion and when Mars receives the remaining balance, I will receive the remainder of what is owed to me on the project. Essentially, I do not get paid in full until Mars is paid in full.

\_\_\_\_\_ I acknowledge that all work materials, tools, and trash are to be transferred to the work area via the freight elevator. At no time shall the passenger elevators be used to move personnel, materials, equipment, tools or trash.

\_\_\_\_\_ I shall carefully protect all walls, carpet, floors, furniture and fixtures to the satisfaction of the customer and Mars. I will repair or replace damaged property without cost to Mars or the customer

\_\_\_\_\_ I will not store flammable materials on the job site unless approved by the Mars Department Manager and in accordance with the approved building codes and regulations.

\_\_\_\_\_ I acknowledge that no abusive language and no drinking will be allowed at the job site and that no smoking will be allowed except in designated areas indicated by the Mars Department Manager. Radios will be allowed only if kept at a low volume.

\_\_\_\_\_ I acknowledge that the following offenses will result in immediate request for discharge:

- a. Drinking alcoholic beverages on the job or coming in to work in an intoxicated condition.
- b. Possessing or consuming drugs or any other illegal substances while at the job site.
- c. Using or removing any possessions that do not belong to me without prior and proper authorization.
- d. Smoking/vaping outside of designated areas.
- e. Violating any state or federal statues while working at the job site.
- f. Possessing firearms or explosives while working at the job site.
- g. Physically or verbally abusing or harming any individual who works at or visits the job site.
- h. Duplicating any keys used in the buildings of the work site.
- i. Providing building access at any time to anyone not authorized by the Customer or Mars Department Manager.

\_\_\_\_\_ I acknowledge that all electrical work will be performed to meet the current National Electrical Code Wiring Requirements. All electrical work will require an as-built drawing to be submitted to the Mars Department Manager upon completion of work. All electrical panel indexes shall be updated with typed cards indicating breakers and areas serviced.

\_\_\_\_\_ I acknowledge that I will take all breaks and lunches in the work site construction area or off site. At no time shall I be allowed to eat, drink, smoke, or lounge in public areas. Failure to comply will result in the request for immediate removal from job site.

\_\_\_\_\_ I will only use the rest room designated by Mars Department Manager for use at the work site.

\_\_\_\_\_ I acknowledge that my payday is on Fridays after 1:00 pm and that I will be able to pick up my paycheck (subject to the provisions in the Agreement) on the Friday a week after the job has been completed and closed.

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)  
 7551 Metro Center Drive, Suite 100  
 Austin, Texas 78744

**DO NOT SEND THIS AGREEMENT TO TDI-DWC**

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK  BOX OF STATEMENT THAT APPLIES

**JOINT AGREEMENT TO AFFIRM INDEPENDENT  
 RELATIONSHIP FOR CERTAIN BUILDING  
 AND CONSTRUCTION WORKERS**

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS AGREEMENT APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR UNTIL THE FIRST ANNIVERSARY OF THE DATE THE AGREEMENT WAS FILED WITH THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER, UNLESS A SUBSEQUENT HIRING AGREEMENT EXPRESSLY STATES THE AGREEMENT DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS AGREEMENT DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO DIVISION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

**AGREEMENT TO ESTABLISH EMPLOYER-  
 EMPLOYEE RELATIONSHIP FOR CERTAIN  
 BUILDING AND CONSTRUCTION WORKERS**

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor will withhold \_\_\_\_\_ will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_  
 TO: \_\_\_\_\_

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

**Hiring Contractor's Affirmation**

**If the Hiring Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.**

\_\_\_\_\_  
 Federal Tax I.D. Number

\_\_\_\_\_  
 Signature of Hiring Contractor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address (Street)

\_\_\_\_\_  
 Printed Name of the Hiring Contractor

\_\_\_\_\_  
 Address (City, State, Zip)

**Independent Contractor's Affirmation**

\_\_\_\_\_  
 Federal Tax I.D. Number

\_\_\_\_\_  
 Signature of Independent Contractor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address (Street)

\_\_\_\_\_  
 Printed Name of the Independent Contractor

\_\_\_\_\_  
 Address (City, State, Zip)

**The Hiring Contractor must retain the original.** A legible copy of this agreement must be filed with the hiring contractor's workers' compensation insurance carrier within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. The Independent Contractor should also retain a copy of the agreement.





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 <sup>4</sup>

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.