

**REQUEST FOR BID
CASH FARM LEASE
ILLINOIS VALLEY COMMUNITY COLLEGE
BID # BID2022-B01**

Bids are invited by Illinois Valley Community College District 513, 815 North Orlando Smith Road Oglesby, Illinois 61348, for the leasing of its farmland consisting of approximately 146 acres located in the immediate area of the college campus. An aerial map, EXHIBIT II, identifying the location of all fields is enclosed. Bidders are encouraged to visit and inspect the farmland. Please carefully review all attached Exhibits attached hereto in order to ensure that you submit a compliant Bid. Please call Scott Curley at (815) 224-0301 to schedule a visit.

Bids will be accepted until 10:00 a.m. on, Tuesday, September 21, 2021, at the office of Michelle Carboni, Director of Purchasing, Room C-343. Bids will be publicly opened in Room C-307 and read aloud at that time. Bids must be submitted on the form furnished by the College in a sealed envelope to the Purchasing Office plainly marked “**Cash Farm Lease**”. Bids received after this time will not be accepted and will be returned unopened. Faxed bids will not be considered for award.

Any prospective bidder will be required to attend a mandatory pre-bid meeting involving IVCC students and staff to outline expectations for the partnership. The pre-bid meeting will be held at 1:00 p.m. Tuesday, August 31, 2021 in Room C-316.

The following must be submitted with your bid:

- A resume pertaining to your farming ability,
- A minimum of two (2) references relating to your farming background,
- A minimum of two credit references,
- Complete the enclosed W-9 form and return with your bid, and
- Sign the enclosed Certification Form that refers to the Criminal Code of 1961 and to the Illinois Human Right Act dealing with Sexual Harassment. The signed Certification must be submitted with your bid. Failure to do so may result in the rejection of your bid.

The successful bidder will be determined based on what is most advantageous to IVCC taking into consideration the following criteria:

- Price offered,
- General reputation and performance capabilities, and
- Stability

The successful bidder will be required to submit a certificate of insurance naming the college as an additional insured.

The tenant will be expected to work in partnership with IVCC students and staff who are affiliated with the college’s agriculture program and University of Illinois Extension.

The College reserves the right to reject any and all bids and to award the contract in the College’s best interests.

CASH FARM LEASE

This indenture made and entered into this [REDACTED] day of [REDACTED] between the BOARD OF TRUSTEES OF ILLINOIS VALLEY COMMUNITY COLLEGE DISTRICT 513, COUNTIES OF LA SALLE, BUREAU, MARSHALL, LEE, PUTNAM, DEKALB, GRUNDY, AND LIVINGSTON, AND STATE OF ILLINOIS, a body politic party of the first part, hereinafter called Owner and

[REDACTED], Party of the second part, hereinafter called Operator WITNESSETH the following:

- I. Owner, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Operators, has by these presents demised and leased to Operator, the following described land, to be used for agricultural purposes only, to wit:

These portions of the Duncan and Trovero properties lying in La Salle and Peru Townships, La Salle County, Illinois, east of Federal Aid Route No. 178, as set forth in the diagram marked EXHIBIT II, ATTACHED HERETO AND MADE A PART HEREOF, AND BEING DESIGNATED AS FIELD NUMBERS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, and 19 containing approximately (146) acres, more or less, together with ingress to said tracts and egress therefrom over presently existing methods of ingress and egress,

To have and to hold said above described real estate to Operator from **January 1, 2022, to December 31, 2025**. The failure of the parties to execute a written extension of this Lease at least six (6) months prior to the end of the then current term shall constitute constructive notice of the parties' intent to allow this lease to expire. This Lease may be extended or renewed by written agreement of both parties for up to two additional years.

- II. Operator, in consideration of the leasing of the premises as above set forth, covenants and agrees with the Owner to pay to Owner, at the offices of Illinois Valley Community College, 815 North Orlando Smith Avenue, Oglesby, Illinois 61348-9692, as rent for the same, \$ [REDACTED] (Dollars) per acre for a total of \$ [REDACTED] (Dollars), payable as follows: One-half (1/2) of said sum to be payable on or before March 1, during each year in which the contract is in effect, and the balance of said rental to be payable on or before December 1, during each year in which the contract is in effect, or as soon as practical after receipt of government or crop insurance payment.

In the event any rental payment is not paid within five (5) days after the due date, parties agree that the Lessee shall pay an additional Five Percent (5%) of the rent due as a late charge with said payment. In the event any rental payment is not paid within ten (10) days after the due date, the Lessee shall pay Ten Percent (10%) of the rent due as a late charge with said payment.

In the event any rental payment is not paid within fifteen (15) days after the due date (together with the aforesaid Ten Percent (10%) of the rent due as a late charge), the parties agree that, unless otherwise mutually agreed in writing, this Lease agreement shall be null and void, with all payment made by Lessee forfeited and possession of the premises surrendered to the Lessor. In such an event, the Lessor may re-enter and take possession of the premises and any personal property therein, or any part thereof, and by due process of law, expel, remove and put out Lessee or any person or persons occupying said premises, and may remove all of Lessee's personal property therefrom, without prejudice to any remedies which might otherwise be used for the collection of arrearage of rent or for breach of any of the covenants or conditions of this Lease. The parties acknowledge that any such arrearage shall constitute a valid enforceable first lien upon any resulting unsold crops pursuant to 735 ILCS 5/9-316.

- III. Operator shall receive all crops raised on said premises.

- IV. Operator covenants and agrees with Owner to cultivate said demised real estate in a husband like manner, and agrees to furnish all work and labor and machinery in connection with the farming, cultivating, and harvesting crops from said demised premises, and to furnish all combining, threshing, corn picking, haying, and baling equipment which might be necessary for said farm operation. Operator further agrees to plant said fields as follows:
 - A. Fields No. 1, 2, and 3, consisting of approximately 39.53 tillable acres, shall be no-tilled or farmed in such a manner that will leave greater than fifty percent (50%) of the field surface covered by residue after planting and planted in continuous rotation in consultation with Owner staff. In the event Field 1 is not farmable, the Operator will not be expected to pay Cash Rent on that plot.

 - B. Field No. 4 consists of 2.7 acres in CP practice #1 and 1 acre in CP practice #42. Operator further agrees to maintain this field by leaving it undisturbed and controlling only noxious weeds by spot herbicide treatment.

 - C. Field Nos. 5 and 6, consisting of approximately 28.29 acres, will be planted in continuous rotation in consultation with Owner staff.

 - D. Field Nos. 9, 10 and 11, consisting of approximately 7 acres, shall be planted in continuous rotation in consultation with Owner staff. Field 11 will be designated at an IVCC demonstration field.

- E. Field Nos. 7, 8, and 19 consisting of approximately 71.09 acres, shall be planted in continuous rotation in consultation with Owner staff. A portion of Fields 8 and 19 will be designated as the University of Illinois Extension and IVCC research plot.
 - F. Field Nos. 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, and 19 will not be moldboard plowed unless written permission is received from Owner.
- V. Additional conditions shall be per the following:
- A. Operator further covenants and agrees to cooperate with Owner in providing educational opportunities to employees and students attending school at the college of Owner. Said activities that shall be hereinafter coordinated by and between the parties are to include, but are not limited to, the following:
 - 1. Farm record information must be shared.
 - 2. Owner's agricultural staff must be consulted pertaining farm planning operations.
 - 3. Owner's agricultural students may be used, subject to mutually satisfactory conditions to be hereinafter agreed upon by and between the parties, in performing farming tasks requiring additional labor.
 - B. Operator further agrees not to assign or sublet all or any portion of the herein demised premises without the written consent of Owner.
 - C. Operator further covenants and agrees that upon the termination of this lease, or any extension thereof, he, or she, will yield up possession hereof without further demand or notice, leaving the soil in a state of fertility at the termination of the lease being equal to or better than it was at the time he, or she, acquired possession. The Owner and Operator agree that each shall pay one-half (1/2) of the cost of soil testing at the commencement of this Lease. A copy of the recommendation plan and soil tests shall be provided to the Owner within seven (7) days of receipt by the Operator. When soil samples are required and taken, samples will be taken on a 2.5-acre grid. The cost for soil sampling and testing will be invoiced to the Operator. The Operator will deduct one-half (1/2) of this cost from the second (December 1) farm payment and submit a copy of the invoice. The Operator agrees to pay for and apply any maintenance amounts of fertilizer to the demised premises consistent with the recommendations of the soil fertility recommendation plan. The soil

tests will indicate levels of phosphorus, potassium, and pH, and will be tested by a soil test laboratory that is approved by the University of Illinois Soil Science Department. The Operator will report to the Owner, all fertilizer applications using Form #1, Chemical/Fertilizer Application Form. Copies of custom spread logs by field in addition to fertilizer bills will be attached to Form #1.

- D. Operator will be responsible for tile repair labor if the damage occurs during the course of tillage operations; otherwise, it will be the responsibility of Owner to repair tiles. It will be the responsibility of Owner to provide materials for all tile construction and repair.
- E. Operator further covenants and agrees to follow soil conservation practices as recommended by the LaSalle County Soil Conservation Department as interpreted by Owner, which may include no-till, minimal tillage, the use of cover crops and/or other current conservation practices.
- F. Operator further covenants and agrees to keep open the following: ditches, tile drains and tile outlets, and to keep grass waterways in good repair. In EXHIBIT II, the symbols T-1, T-2, T-3, T-4, T-5 and T-6 identify installed terraces. Operator is responsible for any damage to these terraces and their draining systems, including tiling, inlets and outlets. Furthermore, the symbol W-1 indicates an established waterway, which Operator shall keep and maintain. The Operator will provide the Owner with a report on or before December 1, annually, using Form No. 2, FSA/NRCS Practices Checklist.
- G. The cost of any limestone and the hauling and spreading of the same and the seeding of hay, including the cost of the seed, shall be paid by Operator but depreciated over a period up to four (4) years, with the year of application being the first year of depreciation. Owner agrees that upon the termination of all or part of the leased acres, it will reimburse Operator for undepreciated lime and seeding costs. Operator must keep Owner aware of these costs and submit a yearly report. **Failure to submit a yearly report will void any payment required by Owner.** Fields where variable rate spreading of lime is used will be reimbursed based upon a percentage of the undepreciated amount of lime applied to entire field. The percentage will be arrived at by the following formula: $\frac{\text{terminated field acres}}{\text{total field acres}} \times 100$.
- H. Operator further agrees to prevent any unnecessary waste or loss, or damage to the property of Owner, comply with all rules and regulations of the Illinois Pollution Control Board, practice fire prevention, follow safety rules, and abide by restrictions in Owner's

insurance contracts. No chemicals or chemical containers will be disposed of on the property.

- I. Operator agrees with Owner to not permit any hunting or fishing of any kind upon any of the demised premises, nor will he, or she, discharge or permit the discharge of firearms on said demised premises.
- J. Operator further covenants and agrees that he, or she, will furnish and pay for the following items of expense, to-wit: all seed, legume and grass, oats, corn, soybean, and other grains sowed during the term of this lease, together with all materials for all insecticides and herbicides used for insect and weed control in crops, and all fertilizers to maintain soil pH and fertility.
- K. It is covenanted and agreed between the parties hereto that "no-till" farming requires close supervision but is desirable for the purposes of soil conservation and erosion prevention.
- L. It is further agreed between the parties hereto that in the fall preceding the termination of this lease, Owner may have possession of the demised premises after the crop has been removed for fall tillage and planting, and Owner reserves for itself, its agents and servants, the right to enter the demised premises at any time to view the same, or to enforce any provisions of this lease.
- M. Operator takes possession of the above demised premises subject to the hazards of operating a farm and assumes all risks of accidents to himself, or herself; his, or her, family, agents, employees, and/or servants in pursuance of his, or her, farming operations, or in performing repairs to improvements, fences, and other items of a like nature. In addition, thereto, Operator covenants and agree that he, or she, will save harmless and indemnify Owner against all lawsuits, demands, claims, judgments, liens, costs, and expenses resulting from his or her leasing of the demised premises, whether the result of his, or her, activities or the activities of his, or her, agents, employees and servants.
- N. Operator further covenants and agrees with Owner not to place any livestock of any kind on the demised premises, it being the understanding that the premises shall be operated as a grain farm only.
- O. Operator further covenants and agrees not to erect or construct any improvements, structures, or buildings on the leased premises without the written permission of Owner.
- P. Owner will provide water for the purpose of pesticide application on the leased premises.

Q. Any chemicals for weed or insect control or other use shall be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. No chemicals will be stored on the property (farm). No chemicals or chemical containers will be disposed of on the property. Any excess chemicals or chemical containers or other hazardous wastes will be removed immediately.

All chemicals used by the Operator on the Owner's property shall be applied by a licensed operator (whenever such is required by the laws of the State of Illinois), in a prudent and proper manner, including the use of equipment which is in good working order. The application of any chemicals on the Owners property, shall at all times, be in a manner which is generally consistent with prudent farming practices, and any rules and regulations of the Environmental Protection Agency. Each chemical container shall be used in a manner that minimizes the risk of an accidental spill and discharge.

During the life of this lease, Operator shall record all applications of chemicals and fertilizer by field, including the name and source of each item applied, the quantity applied and the date of the application using Form #1. Operator shall furnish a copy of this record. Operator agrees to make such record available for inspection by the Owner at any reasonable time during the year.

Operator shall pay for the cleanup of any hazardous chemical spill occurring on the Owner's property when said spill is the direct or indirect result of the Operator's farming activities and operations. Operator shall keep the Owner safe, harmless and indemnified as to any claims, fees, damages, legal fees, causes of action including all costs of cleanup, and others costs and expenses resulting from said spill.

R. Operator further covenants and agrees to maintain liability insurance with the following liability limits:

| | |
|--|---------------------|
| General Liability: | <u>\$ 1,000,000</u> |
| General Aggregate: | <u>\$ 2,000,000</u> |
| Each Occurrence (Bodily Injury and Property Damage) | <u>\$ 1,000,000</u> |

Operator shall list Owner as an additional insured on all such insurance. Prior to March 1, 2022, Lessee shall furnish to Lessor a certificate of insurance evidencing and naming Lessor as additional insured in such coverage amounts as are acceptable to Lessor and shall not terminate or materially amend such coverage without providing Lessor with at least 30 days' advance written notice.

- S. The Operator shall be deemed the owner of the said crops from planting until sale and shall at the Operator's expense insure said crops with insurance acceptable to Owner hereunder for amounts sufficient to cover the highest anticipated losses and shall at planting time, as to crop insurance and at harvest as to fire, theft and wind insurance, all as to crops, deliver to Owner proof of insurance coverage each year.
- VI. It is agreed between the parties hereto that this instrument is not to be construed as giving rise to a partnership or any other type of relationship other than a landlord and tenant relationship; that, neither of the parties hereto shall be liable for any of the obligations or indebtedness incurred by the other in connection with the execution of this instrument.
- VII. It is further agreed between the parties hereto that if, during the term of this lease, Owner should require the use of any portion of the herein-demised premises in connection with its community college program, Owner shall have the right to withdraw such portion or portions of the demised premises from the agreement herein and retake possession thereof, provided, however, Operator shall be reimbursed for his, or her, loss of crop thereon had he, or she, been permitted to farm said real estate so withdrawn. Said reimbursement to be agreed upon between the parties hereto, or in the event they cannot agree, a third party, being the then acting Extension educator, Crop Systems, Rockford Education Center, Cooperative Extension Service, shall determine the damage, if any, due to Operator. Operator will be given due notice in writing sixty (60) days in advance of withdrawal.
- VIII. It is agreed between the parties hereto that this agreement shall be binding upon the successors and assign of Owner and upon the heirs, executor's administrators, and assign of Operator.
- IX. The Owner's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Operator in favor of Owner, shall be the security for the rent herein specified and for the faithful performance of the terms of the Lease. The Operator shall provide the Owner with the names of persons to whom the Operator intends to sell crops grown on these premises at least thirty (30) days prior to the sale of such crops.

Additionally, the Operator agrees to cooperate fully in enabling the Owner to timely "perfect" its interest in any lien which may be provided by law, as such laws now exist and as they may be altered or amended in the future. The Operator agrees to timely provide the Owner or the Owner's attorney with the information that is considered necessary in order to protect and preserve Owner's rights as provided by law. If the laws affecting this paragraph are changed in any manner, then the

Operator agrees to cooperate fully with any efforts of the Owner to protect its interest.

- X. If the Operator shall fail to keep any of the covenants in this lease contained, or shall assign this lease, or shall underlet any part of said premises, or shall otherwise fail to adhere to the terms and conditions of this lease, then this lease shall, at the election of the Owner, be null and void, and the Owner or its agents or legal representatives, shall have the right to take immediate possession of the premises, using such force as may be necessary, with or without process of law; and all damage growing out of a failure to perform any of the covenants in this lease, shall be added to and become a part of the rent, recoverable to the Owner as such; and the Operator hereby waives and relinquishes all right of exemption from sale or seizure under distress or execution, that they now have or may hereafter have, by virtue of any law in this state excepting personal property from seizure and sale on execution or distress for rent, and hereby gives the Owner full power, authority and right, to take and seize any personal property excluding machinery upon the premises, and sell the same or any part thereof, in satisfaction of said rent hereby agreed to be paid the Owner, or covenants hereby agreed to be performed for said Owner. Further, if the Operator fails to pay the rent due or fails to keep any of the agreements of this lease or makes any misrepresentation regarding any matter relating to this lease, then the Owner may exercise any or all rights and remedies available to it under law or equity, including but not limited to, eviction of Operator for monetary damages. Further, all costs and attorney fees of the Owner in enforcing collection shall be added to and become a part of the obligations payable by the Operator.

IN WITNESS WHEREOF, Owner has caused these presents to be executed in its corporate name by its Chairman, with corporate seal affixed and attested to by its Secretary, and Operator has hereunto set his, or her, as of the day and year first above written.

**BOARD OF TRUSTEES OF ILLINOIS VALLEY
COMMUNITY COLLEGE, DISTRICT 513,
COUNTIES OF LA SALLE, BUREAU, MARSHALL,
LEE, PUTNAM, DE KALB, GRUNDY, AND
LIVINGSTON AND STATE OF ILLINOIS**

OWNER

**BY: _____
Its Chairman**

ATTEST:

BY: _____
Its Secretary

(CORPORATE SEAL)

Operator



United States Department of Agriculture
Farm Service Agency



EXHIBIT II
January 16, 2013

Farm: 8842 LaSalle County, IL
Tract: 45616
Not to Scale

gis_il.SDE.Wet_P_ii099

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

EXHIBIT III

Acreage for Farm No. 8842

| Field | Acres | |
|-----------|-------|---------------|
| | 1 | 0.72 |
| | 2 | 30.39 |
| | 3 | 8.42 |
| Sub Total | | 42.53 |
| | 5 | 4.34 |
| | 6 | 23.95 |
| Sub Total | | 28.29 |
| | 9 | 1.68 |
| | 10 | 3.88 |
| | 11 | 1.53 |
| Sub Total | | 7.09 |
| | 7 | 2.22 |
| | 8 | 51.04 |
| | 19 | 17.83 |
| Sub Total | | 71.09 |
| | | 146.00 |

FSA/NRCS Practices Check List

- Field 1 Maintain Vegetative Filter Strip (1188' x 66')

- Field 2 Maintain Terrace T-1
- Inspect Inlet 1

- Maintain Terrace T-2
- Inspect Inlet 1
- Inspect Inlet 2
- Inspect Inlet 3

- Maintain Terrace T-3
- Inspect Inlet 1

- Maintain Terrace T-4
- Inspect Inlet 1

- Maintain Terrace T-5
- Inspect Inlet 1

- Field 3 Maintain Terrace T-6
- Inspect Inlet 1

- Field 4 Maintain Conservation Reserve Prairie Seeding
- Perform controlled spring burn
- Perform mechanical and chemical control of weeds
- Remove undesirable trees and shrubs

- Field 6 Maintain Grass Waterway (1000' x 40') W-1

Chemical/Fertilizer Application Form

IVCC Field Number(s) _____

Crop _____

Total Acres Treated _____

Operator _____ License No. _____

Commercial Applicator License No. _____

Date of Application _____

Temperature _____ Time _____

| Chem/Fert | EPA Number | Rate/Acre | Total |
|-----------|------------|-----------|-------|
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| Carrier | Gal/Acre | Lb/Acre | Total |
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| | | | |

Wind Velocity

- Calm
- 5 - 10 mph
- 10 - 15 mph
- 15 plus mph

Wind Direction



Application Timing

- Burn Down
- Pre Plant
- Pre-Emerge
- Post-Emerge

Method of Application

(Ground Application)

(Aerial Application)

- Spray
- Inject
- Broadcast

- Airplane
- Helicopter

Approved by IVCC Rep _____

Date _____

BID FORM/SIGNATURE PAGE

ILLINOIS VALLEY COMMUNITY COLLEGE
Cash Farm Lease Bid # BID2022-B01

Due: September 21, 2021, at 10:00 a.m.
Date: _____, 2021

Having read and understand the bid requirements, I/we submit the following offer for the leasing of 146 acres:

\$_____ per acre

Receipt of the following Addenda to the bidding documents is hereby acknowledged:

No. _____, Dated _____
No. _____, Dated _____
No. _____, Dated _____

Attachments:

1. Resume
2. Farm References
3. Credit References
4. W-9 Form
5. IVCC Certification Form

Submitted by:

Name (please print)

Signature

Address

Telephone number

E-mail Address

CERTIFICATION FORM

**TO: ILLINOIS VALLEY COMMUNITY COLLEGE DISTRICT NO. 513
OGLESBY, IL 61348**

Pertaining to the bid titled: Cash Farm Lease – Bid # BID2022-B01

I/We, as the Bidder certify that I/we have not been barred from bidding on this project as a result of a conviction for either bid-rigging or bid-rotating under *Article 33E* of the “*Criminal Code of 1961*”

We also do hereby certify that we have a written sexual harassment policy in place in full compliance with *Section 2-105 of the Illinois Human Rights Act* and will, upon request, be able to provide such written policy to the Department of Human Rights.

NAME OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM MUST BE RETURNED WITH YOUR BID TO:

Illinois Valley Community College District No. 513
Purchasing Department – Room C343
815 North Orlando Smith Road
Oglesby, Illinois 61348

**Request for Taxpayer
 Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|--|--|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p> | <p>Requestor's name and address (optional)</p> |

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.

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| Social security number | Employer identification number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.