

1819 Victory Blvd. Glendale, CA 91201

Credit Card Authorization Form

CREDIT CARDS ONLY DEBIT / PREPAID CARDS NOT ACCEPTED Physical credit card with a readable EMV chip is required to be present at the time of rental pick up.								
Credit Card Type:	Visa	Master Card	Amex		Discover	Toda	ay's Date:	
Cardholder Name (as shown on card):								
Card Number:				Expiration (mm/yy): CVV:				
Billing Address:				City:				
State:	Zip Code:			Email:				
				Phone:				
	CARDS ONL	.Y**			**N(o Prepa	aid Cards**	
Secondary Credit Ca	rd (OPTIONAL)							
Credit Card Type:	Visa	Master Card	Amex		Discover		Use for Deposit only	
Cardholder Name (as	shown on card):							
Card Number:				Expirat	tion (mm/yy):		CVV:	
Billing Address:	1			City:				
State:	Zip Code:							
I hereby Authorize								
PLEASE PROVIDE LEGIBLE COPIES OF YOUR STATE ISSUED I.D. and BOTH SIDES OF YOUR CREDIT CARD								
Amount of Charge:								
Amount of Deposit (if no insurance is provided):								
Signature:	<u>,</u>	,	Date:					
Keep my credit card(s) on file for future transactions								

EVS Rental Agreement Terms & Conditions ("Agreement")

www.evsonline.com

1. Indemnity: Lessee/Renter (hereinafter designated as "You" or "Your") agree to indemnify, and hold Express Video Supply, Inc. its parent, subsidiary and affiliated companies and their owners, officers, and employees (hereinafter designated as "Us" or "We" or "Our") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees ("Claims"), in any way arising from, or in connection with, Your use of the vehicles and equipment rented/leased (which vehicles and equipment, together, are referred to in this document as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim except as the result of Our breach of this Agreement or Our negligence or willful misconduct, from the time You take care, custody, or control of Equipment until the Equipment ti returned to Our care, custody, or control. We agree to indemnify and hold You, Your agents, representatives, guests, invitees, employees, officers, and contractors, harmless from and against any and all claims resulting from Our breach of this Agreement, the negligence or willful misconduct of Us or of Our agents, servants, sublessees, contractors, representatives, guests, or invitees, and the existence of any Equipment defects and tear excepted including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage, while on Your premises, and while being used by You in any manner whatsoever, except that You are not responsible for for uses of the Equipment ere willful misconduct or Our breach of this Agreement. You are also responsible for dust and verifiable coss of use of the Equipment caused by Our negligence or willful misconduct or Our breach of this Agreement. You are also responsible for loss of the Equipment the tawes of the cause or willful misconduct or Our breach

the reasonable, actual, and verifiable cost for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable. **3. Equipment in Working Order**: We have tested the Equipment in accordance with reasonable industry standards. We represent and warrant that: (i) the Equipment is ingood working order immediately prior to the inception of this Agreement, and to the extent You have disclosed to Us all of the intended uses of the Equipment, it is fit or its intended purpose; (iii) the Equipment is in compliance with all applicable laws, rules, regulations, ordinances, licensing requirements, and business codes, as well as all applicable manufacturer's specifications; (iii) the Equipment has no defect(s), and You will not be held responsible for repairs or replacement costs required due to Equipment's latent defects; and (iv) all services rendered (if any) by Us hereunder will be performed in a professional, timely, and competent manner. Other than what is set forth herein, You acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties. Please check your order carefully before signing any rental agreement. You are responsible for returning the Equipment in the same quantity and condition. That the Equipment is in when You take care, custody, or control. Builbs, if burned out, must be returned for credit. Broken or unreturned builbs will be charged at full price.

and condition. That the Equipment is in when You take care, custody, or control. Bulbs, if burned out, must be returned for credit. Broken or unreturned bulbs will be charged at full price. **4. Property Insurance:** You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance"), covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance (iv) theft own antended vehicles (v) loss of use of the Equipment, from the time You take care, custody, or control of the Equipment is returned to and accepted by Us. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to, the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment and is used us shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary coverage over Our insurance. A copy of the Property Risk insurance olicy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.

5. Workers Compensation Insurance: You shall, at Your own expense, maintain worker's compensation/ employer's liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000. 6. Liability Insurance: You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Us as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

7. Insurance Generally: You shall hold Us harmless from, and shall bear the expense of, any applicable deductible amounts and self-insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, You shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to Us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by You under this Agreement or, if covered, is subject to deductible, retentions, conditions or limitations all not affect Your liability for any loss. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Us upon request with satisfactory evidence of the insurance. We may, but shall not be obliged to, procure the insurance and You shall render the saturate secified herein, or to provide Us upon request with satisfactory evidence of the insurance. We may, but shall not be obliged to, procure the insurance and You shall not affect Your obligation to procure insurance and You of a sublease of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by You of a sublease of the Equipment rented/leased shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligation under this Agreement.

Equipment reflective asee shall not affect four boligation to produe insurance on our behall, or bullewise affect four boligations under this Agreement. 8. Cancellation of Insurance: You and Your insurance company shall provide Us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions.

A Certificates of Insurance: Before obtaining possession of the Equipment You shall provide to Us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

10. Missing and Damage: EVS shall provide You with a list of missing and damaged Equipment, if any, within five business days after the Equipment has been returned to EVS. Upon receipt of the compilation of the repair or reverifiable replacement cost estimates, We will forward these estimates to the Lessee/ Renter. You shall have the option of making arrangements with EVS to have Your crew member(s) verify the Equipment physically returned to EVS, including any purported damaged or missing Equipment, at the time that is mutually agreeable after return of the Equipment.

11. Clearing of Data: You are responsible for clearing any and all images (in any form) prior to the return of the Equipment to EVS and You authorize EVS to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to EVS. It shall be Your sole responsibility and obligation to arrange for the safeguarding and storage of stored images, content or data prior to the return of the Equipment to EVS. It shall be Your sole responsibility and obligation to arrange for the safeguarding and storage of stored images, content or data prior to the return of the Equipment to EVS. It shall be Your sole responsibility and obligation to arrange for the safeguarding and storage of stored images, content or data prior to the return of the Equipment to EVS. It shall be Your sole responsibility and obligations under this Agreement. We will not disseminate, discuss, or otherwise publicize to any third party any images left stored on the Equipment (if any). 12. Compliance With Law and Regulations: You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, You shall at all times, as applicable, (i) display all necessary and proper applicable placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold Us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your possession or use of the Equipment including, without limitation, the full replaced return to the Equipment, be exercised responsible to the responsible attorney fees.

Equipment including, which immator, the function expectment value of the event of section of impound, poils and to the event of section approximation of the soft approximation, the function expectment (if the Equipment and the event of section approximate) in the event of section approximate of the event of section approximate of the soft approximate of the event of section approximate of the event of t

14. Subrogation: You hereby agree that We shall be subrogated to any recovery rights You may have for damage to the Equipment.

15. Bailment: This agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Equipment.

16. Condition of Equipment: You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at Your own expense, maintain the Equipment in good mechanical condition and running order, reasonable wear and tear excepted. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which You are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as a result of Our negligence or willful misconduct or Our breach of this Agreement or as otherwise specially agreed by Us in writing. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and the Equipment and will be owned by

17. Identity: We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement the following inscription: Property of EVS. You will not remove, obscure, or deface the inscription or permit any other person to do so.

18. Accident Reports: If any of the Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of Your use, maintenance, or possession of the Equipment, You will promptly notify Us of the occurrence, and will file all necessary accident reports, including those required by law and those required applicable insurers. You, Your employees, and agents will reasonably cooperate with Us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will deliver to Us any documents served or delivered to You, Your apployees, or Your agents as promptly as possible in connection with any claim or proceeding at law or in equity begun or threatened against You, Us, or both You and Us involving damaged, stolen, or lost Equipment or personal injury due to Your sore possession of the Equipment.

19. Default: If You fail to pay any portion or installment of the total fees payable hereunder or You otherwise materially breach this Agreement and fail to cure such breach after ten (10) days from which We provide You written notice thereof, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this Agreement and fair to cure such breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of Our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Our later assertion of Our right to cease such performance at any time so long as such Default has not been cured.

20. Return: Upon the expiration date of this Agreement with respect to any or all Equipment, You will return the property to Us, together with all accessories, free from all damage and in the same condition and appearance as when received by You. (reasonable wear and tear excepted)

21. Independent Contractor: We agree that You are an independent contractor and not an employee or agent of Us, Our parents, subsidiaries or related entities. We shall assume all responsibility for the hiring and supervision, and the payment of wages, expenses, and benefits to all persons engaged with Us in providing the Equipment. We shall assume all obligations with respect to Federal and State income taxes, Social Security taxes, unemployment insurance premiums, workers' compensation premiums, and any other non-sales taxes or charges imposed by law, and any withholdings or payments that may be required by law.

22. Entire Agreement: This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules (if any) will be binding on any of the parties unless set forth in writing and signed by both parties.

23. Applicable Law: This Agreement will be deemed to be executed and delivered in Los Angeles, California, and governed by the laws of the State of California. 24. Arbitration: Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by binding arbitration, in Los Angeles, California, through the Judicial Arbitration and Mediation Service ("JAMS")

providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS for exchange.

25. Hours of Operation: Express Video Supply is located at 1819 Victory Blvd., Glendale, CA 91201. We are open Monday through Friday 9:00am – 6:00pm. Any delivery or pick ups before or after normal hours of operation will be subject to an after-hours Free of \$100 in addition to \$50 per hour overtime charge.

26. Severability: If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

27. Waiver of Injunctive Relief: Our sole and exclusive remedy in connection with Your breach, termination or cancellation of this Agreement or any term hereof, shall be an action for damages. In no event shall We be entitled to injunctive or any other equitable relief.

28. Assignment: You may freely assign any or all of this Agreement, to any other entity or person.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

29. Confidentiality: We (including Our employees and agents) shall keep confidential all matters relating to the program ("Program") (including, without limitation, the script, the plot, or any elements thereof, any set design, props or effects, or activities of the participants, cast and crew) and Your business or production activities, and shall not furnish or authorize any dissemination of any information or publicity of any form relating to the Recordings, the Program or You (or Your operations or personnel).

31. Facsimile/Scanned Signature: This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

(LESEE) PLEASE PRINT YOUR NAME

LESEE SIGNATURE

Policy Number:								Date Ent	ered: 12/18	3/2012		
ACORD [®] CERTIFICATE OF LIABILITY INSURANCE									DATE (MM/DD	/YYYY)		
<u> </u>											12/18/2	
	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES											
	BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED											
	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement on this contificate does not confirm with to the											
	the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
PRODUCER Customerse Provider NAME:												
			insurance P		uer		PHONE FAX (A/C, No, Ext):					
		dress			I		E-MAIL ADDRES	SS:				
	Ph	ione numb	er and Fax	num	iber				SURER(S) AFFOR	DING COVERAGE	N	NAIC #
INSU	IRED		ar 1952				INSURE					
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	Ad	dress					INSURE					
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	VERAGE					NUMBER:				REVISION NUMBER:		
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			RANCE	INSR	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	s s2,000,0	00
A		MERCIAL GENER	AL LIABILITY	$ \times $				2/27/2012	2/27/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
				123-456			MED EXP (Any one person)	_{\$} 5,000				
									PERSONAL & ADV INJURY	_{\$} 2,000,0		
	\square					Dates must			GENERAL AGGREGATE	\$ 4 ,000,0		
	∇							Cover Re	ntal Period	PRODUCTS - COMP/OP AGG	\$ 4 ,000,0	00
		ICY PRO- JECT BILE LIABILITY	LOC							COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,0	00
A		AUTO						:		(Ea accident) BODILY INJURY (Per person)	\$1,000,0	00
		OWNED	SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	∇		NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
										(* *** 400,401,1)	\$	
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	EXC	ESS LIAB	CLAIMS-MADE		2					AGGREGATE	\$	
	DED	S COMPENSATION						Dates	must	WC STATU- OTH-	\$	
	AND EMP	LOYERS' LIABILIT	Y Y/N						ntal Period	TORY LIMITS ER	•	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$					
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						↓	↓	E.L. DISEASE - POLICY LIMIT	s			
A Misc.Rented Equip 123-456								\$125,000		/alua		
					2/27/2012 2	2/27/2013		Equip.				
								2,500 ded.	Cove	lea		
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)											
	***	Cortific	ato hold	lor	ie 4	additionally i	neu	rod ar	ad Loca	Davoo***		

Certificate holder is additionally insured and Loss Payee

of insureds out of insureds operations. with respects to rented equipment.

EXPRESS VIDEO SUPPLY are named Additional Insured with respects to liability arising out EXPRESS VIDEO SUPPLY is loss payee

CERTIFICATE HOLDER

Express Video Supply 1819 Victory Blvd. Glendale, CA 91201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.										
	Express Video Supply, Inc										
Print or type. Specific Instructions on page 3.	2 Business name/disregarded entity name, if different from above										
	EVS										
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):									
	Individual/sole proprietor or X C Corporation S Corporation Partnership Trust/estate single-member LLC	Exempt payee code (if any)									
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)										
	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	code (if any)									
ific	is disregarded from the owner should check the appropriate box for the tax classification of its owner.										
ec ec	Other (see instructions)	(Applies to accounts maintained outside the U.S.)									
ູຊັ	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name	e and address (optional)									
See	1819 Victory Blvd										
	6 City, state, and ZIP code										
	Glendale, CA 91201										
	7 List account number(s) here (optional)										
Pa	t I Taxpayer Identification Number (TIN)										
		ecurity number									
backu reside entitie	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>										
TIN. I	ater. or										

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.

Part II	Certification

Under penalties of perjury, I certify that:

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

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ►	4	(Toby Fulp)	Date ► 1.4.2024
		/ [From 4000 DIV/ dl idea da industra da a forma da alterra

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)

Employer identification number

4 6 7 0 5 8 0

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

9 5

- 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.