

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
PLAYPOWER LT FARMINGTON, INC. C/O PLAYWORX PLAYSETS, LLC
for
SABAL PINES PARK DESIGN, FURNISH AND INSTALL
RFP NO. 07-01-20-10

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and PlayPower LT Farmington, Inc C/O Playworx Playsets, LLC, a Missouri corporation with principal offices located at 878 E. US HWY 60, Monett, Missouri 65708 (the "Contractor") for the Sabal Pines Park Playground Design, Furnish and Install (Castle Theme) project as specified in RFP No. 07-01-20-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of RFP No. 07-01-20-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Contractor shall perform all work for the City required by the contract documents and RFP No. 07-01-20-10, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications, as outlined in the Contract Documents (list exhibits/attachments here).
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- a) Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor shall be responsible for all actions of his subcontractors and shall ensure that all subcontractors comply with the above guidelines, retaining necessary insurance in force, where required, throughout the term of this agreement.
- b) Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement

The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than one hundred twenty (120) days after the date that Contractor receives the City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Project substantial completion shall be within one hundred ten (110) days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. Final completion, shall be ten (10) calendar days from date of substantial completion totaling, one hundred twenty (120) calendar days. For the purposes of this Agreement, completion shall mean the issuance of final payment.

During the pre-construction portion of the work, the parties agree to work diligently and in good faith in performing their obligations so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties and such delays are the result of force majeure or are otherwise outside of the control of either party, then the parties shall agree on an equitable extension of the time for substantial completion and any resulting increase in general condition costs.

5) Contract Sum

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of TWO HUNDRED SIXTY THOUSAND Dollars and ZERO cents (\$260,000.00).

6) Payments

Payments will be made in accordance with contract documents and RFP No. 07-01-20-10. Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from the monthly payment. The City may, at its sole discretion, reduce the retainage to five percent (5%) after successful completion of fifty percent (50%) of work. Retainage monies will be released upon satisfactory completion and final inspection of the project.

7) Project Subcontractor(s)

Contractor shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the work if Contractor intends to use Subcontractor for such work:

- **Playground Construction/Installation:**

Gerald Bosgraaf
Al Bosgraaf & Sons, Inc
PO Box 391004
Deltona, FL 32739
Phone: 407-402-8495
Fax: 386-561-2034
Email: albandsons@gmail.com

8) Remedies

Damages

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

Correction of Work

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

9) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement.

10) Warranties

Warranty of Title

Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances

whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of Specifications

Contractor warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

Warranty of Merchantability

Contractor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Contractor a written acceptance of such condition.

10.4 Playground Warranty

10.4.1 Lifetime Limited Warranty

On all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

10.4.2 Twenty-Five (25) Year Limited Warranty

On all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

10.4.3 Fifteen (15) Year Limited Warranty

On all metal rails, metal slides, handles, rungs, loops and walls, all coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

10.4.4 Ten (10) Year Limited Warranty

On all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

10.4.5 Ten (10) Year Limited Warranty

On all components against breakage.

10.4.6 Five (5) Year Limited Warranty

On all components against failure due to defects in materials or workmanship.

10.4.7 Three (3) Year Limited Warranty

On all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

10.4.8 One (1) Year Limited Warranty

On any other product or part not specifically covered above against failure due to defects in materials or workmanship.

11) Indemnification

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

12) Anti-Discrimination

That Contractor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Contractor, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression or veteran or service member status.

13) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's

activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

14) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Contractor assign any monies due or to become due to him or her, without the previous written consent of the Contract Administrator.

15) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

David Howard
Playworx Playsets, LLC
2550 Sandy Plains Road, Suite #348
Marietta, GA 30066
Phone: (404) 427-5270
Email: dave@playworx.com

16) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

17) Waiver of Jury Trial

Contractor and the City each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based on this Agreement, or arising out of, under or in connection with this Agreement and/or the products or services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

18) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

19) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

20) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and PlayPower LT Farmington, Inc C/O Playworx Playsets, LLC, signing by and through Jeffery Prangler, Title Manager, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

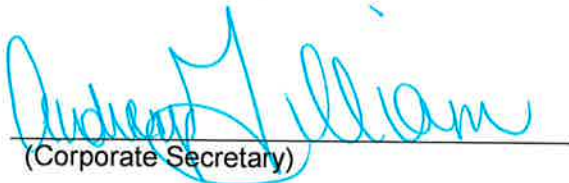
[Vendor's Signature to Follow]

CONTRACTOR

ATTEST:

PlayPower LT Farmington, Inc C/O Playworx
Playsets, LLC

Company Name



(Corporate Secretary)



Signature of Title Manager

08/03/2020

Date



Type/Print Name of Corporate Secy.

Jeffery Prangler Customer Services Manager

Type/Print Name of Title Manager

(CORPORATE SEAL)



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CORPORATE ACKNOWLEDGEMENT

STATE OF Missouri;

COUNTY OF Lawrence

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of August, 2020, by Jeff Prangler as Customer Services Manager for PlayPower LT Farmington, Inc.



AUDREY A. GILLIAM
My Commission Expires
June 8, 2022
Lawrence County
Commission #14982523

Audrey A Gilliam
Signature of Notary Public
State of Florida at Large
Missouri

Audrey A Gilliam
Print, Type or Stamp
Name of Notary Public

Personally known to me or
 Produced Identification

Type of I.D. Produced

DID take an oath, or
 DID NOT take an oath.

CERTIFICATE OF INCUMBENCY

The undersigned, Secretary of PlayPower LT Farmington, DBA Little Tikes Commercial, a Missouri corporation (hereinafter "Corporation"), hereby certifies as follows:

1. That he is the duly elected, qualified and acting Secretary of the Corporation and is charged with maintaining the records, minutes and seal of the Corporation.

2. That pursuant to the Corporation's By-Laws, as amended, the following named person was designated and appointed as an Officer of the Corporation as indicated below, and that said person does continue to hold such office at this time, and the signature set forth opposite the name is a genuine signature.

NAME	SIGNATURE	TITLE
Jeffery Prangler	 _____	Manager

3. That pursuant to the Corporation's By-Laws, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the person designated to serve in the above-entitled capacity was given sufficient authority to act on behalf of and to bind the Corporation with respect to transactions involving Little Tikes Commercial and the sale of playground and related equipment, and that the execution by said person of documents related to such transactions constitute a legally binding and enforceable obligation of the Corporation.

4. That pursuant to the Corporation's By-Laws, as amended, the undersigned has the power and authority to execute this certificate on behalf of the Corporation and that he has so executed this certificate of the Corporation this 13th day of February, 2019.

Signature: 

Name: Michael A. Pruss

Title: Secretary



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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[Events](#) **No Name History**

Detail by Entity Name

Foreign Limited Liability Company
PLAYWORX PLAYSETS, LLC

Filing Information

Document Number	M13000003470
FEI/EIN Number	77-0596147
Date Filed	05/31/2013
State	GA
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/22/2017
Event Effective Date	NONE

Principal Address

810 Holly Ridge
Canton, GA 30115

Changed: 01/18/2016

Mailing Address

810 Holly Ridge
Canton, GA 30115

Changed: 01/18/2016

Registered Agent Name & Address

Howard, Jennifer
8014 Cumming Hwy.
Suite 403 #313

Canton, FL 30115

Name Changed: 01/23/2015

Address Changed: 01/23/2019

Authorized Person(s) Detail**Name & Address**

Title MGRM

HOWARD, DON
810 Holly Ridge
Canton, GA 30115

Annual Reports

Report Year	Filed Date
2018	01/12/2018
2019	01/23/2019
2020	01/13/2020

Document Images

01/13/2020 -- ANNUAL REPORT	View image in PDF format
01/23/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
08/22/2017 -- LC Amendment	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
01/18/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
05/31/2013 -- Foreign Limited	View image in PDF format

[Previous On List](#) [Next On List](#) [Return to List](#)

[Events](#) **No Name History**



Detail by Entity Name

Foreign Profit Corporation
PLAYPOWER LT FARMINGTON, INC.

Filing Information

Document Number F07000002768 FEI/EIN Number 34-1725366 Date Filed 05/24/2007 State MO Status ACTIVE

Principal Address

878 E Hwy 60
Monett, MO 65708
Changed: 04/04/2018

Mailing Address

878 E Hwy 60
Monett, MO 65708
Changed: 04/04/2018

Registered Agent Name & Address C T CORPORATION SYSTEM

1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail Name & Address

Title Director
Ramsey, Brian
878 E Hwy 60
Monett, MO 65708

Title Director
Simon, David
878 E Hwy 60
Monett, MO 65708

Title Director, President
Copeland, Joe
878 E Hwy 60
Monett, MO 65708

Title Secretary, Treasurer
Pruss, Mike
878 E Hwy 60
Monett, MO 65708



2020 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/19

This Certificate Expires on December 31, 2020

Business Name and Location Address

Certificate Number

PLAYPOWER LT FARMINGTON INC.
LITTLE TIKES COMMERCIAL PLAY SYSTEM
878 E US HIGHWAY 60
MONETT, MO 65708-9210

78-8012326268-7

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.

PlayPower LT Farmington, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation S Corporation Partnership Trust/estate
- 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 disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) NA

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Physical: 878 E. Hwy 60

Remit to: PO Box 734155

Requester's name and address (optional)

6 City, state, and ZIP code

Monett, MO 65708-9210

Dallas, TX 75373-4155

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number								
3	4	-	1	7	2	5	3	6

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 ►

Carmal Henry

Date ►

1/8/2020

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.