



INSTRUCTIONS FOR INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENTS

- STEP 1:** Determine school or system need & total cost for independent contractor for professional services.
- STEP 2:** Go to <https://sam.gov/SAM/pages/public/index/jsf> and click on the “Search Records” icon. Type the name of the contractor/entity you are planning to use in the “Quick Search” line. Click “Search” button. Make a print screen of the results and attach to this contract as proof the contractor/entity is not Suspended or Debarred. If contractor/entity is Suspended/Debarred, another vendor must be used to provide services.
- STEP 3:** Contact Financial Services Office to confirm budget funds are available for independent contractor to provide professional services once no Suspension and Debarment is confirmed for audit purposes.
- STEP 4:** Print Agreement and complete all **yellow highlighted areas**; Agreement term cannot exceed one fiscal year; period July 1 thru June 30.
- STEP 5:** School/Department sends Agreement and IRS Form W-9 Request for Taxpayer Identification Number and Certification (form available on HCSD website) to the Service Provider for review and signature.
- STEP 6:** Service Provider returns Agreement, W-9 and copy of Service Provider Workers’ Compensation Certificate of Insurance to School/Department.
- STEP 7:** School Principal/Department Director signs Agreement and then forwards the Agreement, W-9 and W/C Certificate to Applicable Director for signature.
- STEP 8:** School/Department emails a copy of completed Addendum B, Service Provider Disclosure to benefits@habershamschools.com in preparation for submission to Teachers Retirement System, if applicable.
- STEP 9:** School/Department sends the original signed Agreement, W-9, Work Comp Certificate of Insurance and proof of SAMS Suspension/Debarment verification to Financial Services Office via county mail.
- STEP 10:** Financial Services Office reviews entire Agreement, verifies info and budget account code, signs and sends to Superintendent for Final Approval signature.
- STEP 11:** Executed Agreement is then submitted to TRS (if applicable) by Financial Services. Note that TRS approval can take up to one month and must be obtained **PRIOR** to Service Provider beginning any work.
- STEP 12:** Executed Agreement is returned to School/Department.
- STEP 13:** School/Department sends copy of Executed Agreement to Service Provider and finalizes work arrangements. Professional Services work can begin.
- STEP 14:** Invoices are submitted per instructions detailed in Agreement.



HABERSHAM COUNTY BOARD OF EDUCATION
132 Stanford Mill Road | P.O. Box 70
Clarksville, Georgia 30523
Phone: 706-754-2110

Matthew Cooper, Superintendent

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

This agreement entered into this _____ day of _____, _____, by and between the Habersham County School HCSD, hereinafter referred to as “HCSD”, and

Name of Contracting Party or Organization *Tax ID Number*

Street Address *City/State/Zip*

Contact Person if Organization *Phone*

hereinafter referred to as the “Service Provider”.

WHEREAS, HCSD has a need for certain knowledge, skills, ability and expertise available through such Service Provider.

THEREFORE, in consideration of the mutual promises set forth herein, both parties agree as follows:

Section I. Scope of Work.

HCSD agrees to purchase the professional, leadership, managerial, teaching, and other skills of the Service Provider. Service Provider will serve under the control, “time, place and manner,” of him/herself for the purpose of providing

_____ in HCSD.

Section II. Duties and Responsibilities.

Service Provider will _____

_____.

Section III. Term of Agreement.

Service Provider will provide these services as an independent contractor for the period [REDACTED] through [REDACTED]. Days worked will follow approved school calendar and are subject to school closings due to inclement weather.

Section IV. Reporting and Records.

A. In reporting the services performed, Service Provider will report directly to [REDACTED], giving verbal reports and ongoing written reports periodically.

B. All parties agree and will maintain complete and accurate records of all activities pertaining to this AGREEMENT for a period of five (5) years after making and receiving final payments or until all litigation, claims, or audit findings involving the records have been resolved, if such audit or claim is begun before the expiration date of the AGREEMENT period.

Section V. Payment for Services & Required Documents.

A. HCSD will pay Service Provider \$ [REDACTED] **per hour or per day (please circle)**, for services performed under this AGREEMENT. Payments stated above will be the sole compensation HCSD will pay Service Provider for these services. In no event will the total amount payable by HCSD to Service Provider under this AGREEMENT exceed \$ [REDACTED], without written approval from HCSD Superintendent.

Service Provider agrees to send invoices to HCSD Financial Services Office, P. O. Box 70, 132 Stanford Mill Road, Clarkesville, GA 30523, by the 5th of the month following service. Invoices must include the date(s) worked and description of service(s) provided. Note: Invoices will be reviewed and signed by applicable director before payments will be issued. All payments are Net 30.

B. Service Provider will complete and attach to this AGREEMENT the enclosed IRS Form W-9, Request for Taxpayer Identification Number and Certification. HCSD will issue a Form 1099-MISC, Miscellaneous Income, at the end of each calendar year for all compensation paid totaling \$600 or more, excluding reimbursed expenses.

C. Service Provider will obtain and attach to this AGREEMENT a copy of their applicable Workers' Compensation Certificate of Insurance. The Workers Compensation Certificate of Insurance must include Service Provider name and information and be currently in force for the entire period of this AGREEMENT. See Addendum C for additional information.

Section VI. Dual Employment.

A. The Service Provider is not an employee of HCSD while performing these services and is not entitled to any employee benefits such as, but not limited to, health insurance, Teachers Retirement, PSERS, social security, Medicare, Workers' Compensation and unemployment. The Service Provider is responsible for all FICA, federal and state withholding taxes and any and all employment benefits.

B. The Service Provider is not an employee of HCSD and is in no way authorized to commit or bind HCSD. The Service Provider is considered a HCSD representative as it relates to the Duties and Responsibilities stated above in this AGREEMENT. All HCSD policies and procedures applicable to HCSD service providers during the term of this AGREEMENT shall be applicable to Service Provider. No employment policies of HCSD shall govern Service Provider during his/her performance of services on behalf of HCSD under this AGREEMENT.

Section VII. Certifications & Indemnity.

A. The Service Provider certifies that he or she is a citizen of the United States, permanent resident alien of the United States, or otherwise authorized to provide labor through AGREEMENT in the United States consistent with the requirements of the Immigration Reform and Control Act of 1986.

B. Neither party will discriminate in any activities relating to the services under this AGREEMENT on the basis of race, color, national origin, sex, age or disability. All parties to this AGREEMENT certify that provisions of the Official Code of Georgia Code Annotated §45-10-20 through 45-10-25, as amended, which prohibit and regulate certain transactions between certain State Officials, employees, and the State of Georgia have not been violated and will not be violated in any respect.

Section VIII. Termination of AGREEMENT.

A. If the Service Provider fails to perform or is unable to perform any of the services or any of his/her obligations hereunder during the term of this AGREEMENT, then HCSD shall have the right to immediately terminate this AGREEMENT with and for cause upon thirty (30) days written notice to the Service Provider and to recover damages caused by reason of the breach by Service Provider of his/her obligations to the extent authorized by Georgia law.

B. Either party may terminate this AGREEMENT without cause upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE SCHOOL DISTRICT IN SUCH CIRCUMSTANCES AS CONTRACTOR’S DEFAULT OR BREACH OF CONTRACT.

C. If, at the time of termination, pursuant to this section, Service Provider has rendered a portion of the services for which it has not been paid, Service Provider may request payment for such services; provided that any payment for such services shall be made solely at the discretion of HCSD.

D. Notwithstanding any other provisions of this AGREEMENT, if the source of payment for any obligation of the HCSD under this AGREEMENT no longer exists, this AGREEMENT shall expire without further obligation of HCSD as of that moment. HCSD shall remain obligated to pay for services performed and accepted by it prior to such expiration. The determination of HCSD as to non-existence or insufficiency of funds will be conclusive.

E. Upon termination of this AGREEMENT for any reason, Service Provider shall: 1) immediately discontinue all services affected (unless HCSD directs otherwise) and 2) deliver to the HCSD all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by Service Provider in performing this AGREEMENT whether completed or in progress.

Section IX. Personal Nature of Lending.

As a material inducement to HCSD, Service Provider agrees that the personal services of Service Provider are material to this AGREEMENT, and Service Provider may not substitute any other person(s) or assign or transfer any duty or right under this AGREEMENT without HCSD’s written permission, which permission HCSD may withhold in its absolute discretion.

Section X. Conflict of Interest.

Service Provider represents and warrants that he/she and all others in close association with he/she have no conflict of interest or time, directly or indirectly, which would prevent timely performance of the services hereunder and that such services shall be free of the appearance or fact of impropriety. Service Provider promises to allow no such conflict to arise and promises to disclose such a conflict if one nevertheless develops.

Section XI. Insurance & Indemnity.

A. In its absolute discretion and election, HCSD will deem Service Provider, when acting within the scope of this AGREEMENT, to be a “person [] acting on behalf of or in service of the state in an [] official capacity, whether with or without compensation,” under O.C.G.A. § 50-21-22(7). Alternatively, HCSD will cause Service Provider to be an additional insured under the Georgia Tort Claims Act Fund under O.C.G.A. § 50-21-37(g) or an additional insured under a General Liability Policy issued under O.C.G.A. §§ 45-9-1 & -4 at its expense.

B. Service Provider agrees to indemnify and to hold harmless HCSD and its employees for any claim arising out of the action of said Service Provider.

C. The Service Provider agrees that HCSD is not liable for any injuries incurred to the Service Provider during the performance of duties and services outlined in this AGREEMENT. Service Provider acknowledges that workers’ compensation coverage is not offered or applicable under this AGREEMENT. The Service Provider further agrees to indemnify and to hold harmless HCSD and its employees for any claim growing out of any action performed by the Service Provider. See ADDENDUM C for additional information.

Section XII. Confidentiality & Ownership.

A. Service Provider acknowledges that his/her work may require him/her to observe information in HCSD’s possession or in the possession of other agencies considered to be personal, private or confidential. Service Provider promises to hold such information in strictest confidence, not to make use of it other than as is necessary for performance of this AGREEMENT, and not to release or disclose any information to any other party except as may be required by law. Service Provider will not release, disclose, transfer, or deliver any of the work products or final products generated pursuant to this AGREEMENT to the general public, press, appointed or elected officials, or any other persons(s) unless or until authorized to do so by the HCSD. This restriction applies to all forms of communication, including but not limited to letter, telephone, facsimile, and e-mail communication. Service Provider shall take all reasonable precautions to prevent the unauthorized disclosure, whether inadvertent or deliberate, of confidential information and shall promptly report to the HCSD any such disclosure.

B. All rights and ownership, including without limitation the copyright, to materials and products, tangible or intangible, including all course content, produced under or as a result of this memorandum of understanding shall be considered “works made for hire” and shall become the property of HCSD upon payment of consideration specified herein.

Section XIII. Code of Ethics.

Service Provider behavior shall be of professional standard and practice and Service Provider agrees to comply with the most recent version of the Professional Standards Commission, Educator Ethics Division “Code of Ethics for Educators”. A copy of The Code can be obtained at <http://www.gapsc.com/Ethics/CodeOfEthics.aspx>

Section XIV. Notices.

All notices under this AGREEMENT shall be deemed duly given, upon delivery, if delivered by hand, or three days after mailing, if sent by U.S. Postal Service, to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.

Service Provider Information

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

Habersham County School District
P. O. Box 70
Clarkesville, GA 30523
706-754-2110

HCSD Director Name & Title

Section XVI. Time of the Essence; Force Majeure.

Time is of the essence of this AGREEMENT. However, neither party shall be liable to the other party for any delay or failure of performance of service outside the reasonable control of the affected party, including but not limited to fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war or other similar acts.

Section XVII. Governing Law and Venue.

A. This AGREEMENT is a Georgia Agreement made under the laws of the State of Georgia and deemed executed in Georgia. It will be enforced according to Georgia law without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Any suit on a claim arising from this AGREEMENT must be brought in the Superior Court of Habersham County, Georgia. Nothing in this AGREEMENT is intended to waive the Eleventh Amendment immunity of the State of Georgia or its agencies, officers, employees and instrumentalities.

B. The Georgia Open Records Act (“ORA”), (Official Code of Georgia Annotated [O.C.G.A.], § 50-18-70, et. seq.), is applicable to the services provided pursuant to this AGREEMENT and Service Provider agrees to comply with all provisions of the ORA, and agrees to make records pertaining to the performance of services or functions under this AGREEMENT available for public inspection upon request, unless otherwise exempt under provisions of the ORA.

Section XVIII. Other.

Any equipment provided by HCSD to Service Provider in the course of performance of duties under this AGREEMENT is subject to HCSD policies and procedures regarding acceptable use. Any equipment shall be returned to HCSD immediately upon any termination of this AGREEMENT.

Section XIX. Entire AGREEMENT.

This AGREEMENT constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments or waivers of the provisions herein shall be made by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed and signed this AGREEMENT:

SERVICE PROVIDER
ACKNOWLEDGED AND AGREED:

Name: _____

Signature: _____

Date: _____

HCSD
ACKNOWLEDGED AND AGREED:

Name: _____

Signature: _____

Date: _____

Funding Source for This AGREEMENT:

HCSD APPROVED BY:
Name: _____

Signature: _____

Date: _____

REVIEWED:

FINAL APPROVAL:

Staci Newsome, CFO Date

Matthew Cooper, Superintendent Date

ADDENDUM A
SERVICE PROVIDER
RELEASE, WAIVER OF LIABILITY
AND COVENANT NOT TO SUE

I fully understand that I have agreed to provide services, as a Service Provider, for HCSD. As a Service Provider, I understand that I am responsible for all related income/self-employment taxes for fees received from HCSD for services provided. I understand that I will receive a Form 1099-MISC, Miscellaneous Income, at the end of each calendar year if the compensation paid to me is more than \$600.00. I acknowledge that I am solely responsible for any medical or other costs arising out of any bodily injury or property damage sustained while providing services as a Service Provider. I certify that I have adequate insurance coverage, including health, accident and/or workers' compensation, for any injuries I may sustain while providing said services.

I further covenant and agree that I will not sue HCSD or its members individually, its officers, agents, or employees for any claim for damages, for bodily injury or other, arising while performing services for HCSD as a Service Provider.

I understand that this release, waiver of liability, and covenant not to sue shall remain in effect until such time as I inform HCSD, in writing, of my desire for revocation.

I certify that I am at least 18 years of age and that I have read the above carefully before signing.

SERVICE PROVIDER

HCSD

ACKNOWLEDGED AND AGREED:

ACKNOWLEDGED AND AGREED:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

HCSD APPROVED BY:

Name: _____

Signature: _____

Date: _____

ADDENDUM B

SERVICE PROVIDER DISCLOSURE

DUAL EMPLOYMENT / RETIREMENT STATUS / CONTRACTUAL RELATIONSHIP

I fully understand that I have agreed to provide services, as a Service Provider, for HCSD. I further understand that as a Service Provider I am required to disclose my dual employment, retirement status and/or contractual relationship with other entities. I further understand that according to Georgia law, a Teachers Retirement System (TRS) retiree is responsible for notifying HCSD of such retirement status and if I fail to disclose that I am a TRS retiree, I am responsible for reimbursing HCSD for all benefits paid during employment.

I, the undersigned Service Provider of HCSD, hereby give notice that 1) I am currently employed by a school system or 2) I am a TRS retiree or 3) I have a contractual relationship with or am an officer, partner, director or proprietor of the following or 4) none of the above scenarios are applicable.

SERVICE PROVIDER MUST CHOOSE ONE OF THE FOLLOWING:

1) Name of School System Where Currently Employed: _____

Position Held: _____

2) TRS Retiree _____ YES _____ NO Date of Retirement ____/____/____

Full Name as appears on TRS Account: _____

Social Security Number: _____ Date of Birth ____/____/____

3) Name of Company performing work for the School System: _____

Position Held: _____

4) None of the above employment scenarios are applicable: _____

I further agree to hold all materials and information gathered/utilized by me as a HCSD Service Provider under this AGREEMENT in strictest confidence and not to release or disclose any information to any third party without the prior consent of HCSD.

I hereby certify that there is no conflict of interest in the holding of these dual positions and that I am at least 18 years of age and that I have read the above carefully before signing.

SERVICE PROVIDER
ACKNOWLEDGED AND AGREED:

Name: _____

Signature: _____

Date: _____

HCSD
ACKNOWLEDGED AND AGREED:

Name: _____

Signature: _____

Date: _____

HCSD APPROVED BY:

Name: _____

Signature: _____

Date: _____

HCSD Submitted to TRS:
Date: _____ Initials: _____
TRS Approved Date: _____

ADDENDUM C
SERVICE PROVIDER
WORKERS COMPENSATION FRAUD
INFORMATION

HCSD strongly believes that the vast majority of staff members and service providers will never submit a fraudulent workers compensation claim. Nevertheless, workers compensation fraud exists and can have substantial cost for affected businesses. This letter explains some aspects and consequences of workers compensation fraud and is not intended to discourage the legitimate use of the workers compensation system.

A person commits workers' compensation fraud when, in the course of reporting a claim to obtain benefits, he or she intentionally misrepresents a material fact to obtain a benefit to which the claimant is not otherwise entitled. A misrepresentation is material when it is relevant to whether benefits will be paid or the amount of benefits to be paid.

Some Examples of Workers Compensation Fraud:

- Filing a workers' compensation claim for an injury that is known with certainty to be completely unrelated to employment.
- Lying about earnings received from employment other than the employment in which you were injured.
- Purposely misleading or exaggerating one's current medical condition to receive workers' compensation benefits.

Making false statements for the purpose of obtaining workers' compensation benefits may result in civil and criminal penalties for the individuals that make such statements. HCSD supports activities to detect and combat workers compensation fraud.

+++++

I acknowledge reading this information and understand the content of this letter. I understand this letter will be kept on file in the HCSD Financial Services Office. I further acknowledge the following (please check one below as applicable):

_____ Attached is a copy of my current Workers' Comp Certificate of Insurance

_____ I do not carry Worker's Compensation insurance coverage at this time

SERVICE PROVIDER
ACKNOWLEDGED AND AGREED:

Name: _____

Signature: _____

Date: _____

HCSD
ACKNOWLEDGED AND AGREED:

Name: _____

Signature: _____

Date: _____

HCSD APPROVED BY:

Name: _____

Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

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 <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</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><input type="checkbox"/> Other (see instructions) ▶ _____</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>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (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.

Social security number					
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

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.