



2018 PBR STOCK CONTRACTOR MEMBER APPLICATION

This Application must be filled out completely, signed and submitted to Professional Bull Riders, LLC, 101 West Riverwalk, Pueblo, CO 81003
Phone: 719-242-2800 | Fax: 719-242-2767

Office use only ID: _____ Paid: _____
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For all bull or company partnerships, all parties must purchase a separate 2018 PBR Stock Contractor membership.

Company Name: _____ Contact Name: _____

Mailing Address: _____
Street, RR, or PO Box

City State Zip

Preferred Method to Receive Information: _____ Email (insert)
or _____ Regular Mail

Phone Numbers: (____) _____ Fax Number: (____) _____
Cell Number: (____) _____ E-mail: _____
Website: _____ FEIN or SSN: _____

Jacket Size: _____

Stock should be listed under: (circle one)

1. Your Name 2. Company Name 3. _____
(other)

TPD/Velocity Membership Fee: \$300.00 _____
(If TPD/Velocity Fee is paid, you will be required to upgrade to Premier Tour Status before your first Premier Tour event.)

Premier Tour Membership Fee: \$1,500.00 _____

NOTE: PBR Membership Fee shall be strictly non-refundable. Notwithstanding the forgoing payments will be voided, returned and or refunded only to those applicants who are not granted membership.

Check form of payment:
Check #: _____ Money Order #: _____ MasterCard: _____ Visa: _____

Complete and sign below. For Visa/M.C. payments, an additional US **\$10 administrative charge will be applied.**

Credit Card #: _____ Exp Date: _____

Address for Credit Card (Required): _____
Street

City State Zip

(Required) 3 digit Code on Back of Card _____

(Required) Exact name on the Card and address that your financial institution has listed for Stock Contractor as the billing address.

Please read carefully and indicate your acceptance of the following by initialing or signing each paragraph in the indicated location.

In consideration of the opportunity to be considered for 2018 membership in PBR and, if accepted for membership in 2018, in consideration for the rights and benefits arising therefrom, Stock Contractor, for and on behalf of Stock Contractor, the organization Stock Contractor represents, and all officers, directors, owners, workers, employees, members, agents, shareholders, representatives, trustees, partners, servants, contractors, personnel or volunteers and other persons or entities Stock Contractor employs, engages or who participates or are involved on Stock Contractor behalf or at its direction in any capacity at PBR sanctioned, produced, approved or affiliated events, including but not limited to those persons listed on Exhibit A hereto, (together with each of their respective heirs, spouse, parents, children, personal representatives, next of kin, executors, administrators, estates, successors, assigns and/or any other person or entity acting on Stock Contractor's behalf), further unconditionally warrants, represents and agrees as follows:

1. Stock Contractor is NOT an employee, independent contractor, or agent of Professional Bull Riders, LLC ("PBR, LLC") in any capacity and has no power, authority or capacity to legally obligate or bind PBR, LLC in any manner. At no time will Stock Contractor be, be considered, or represent myself as an employee, contractor, agent or representative of PBR, LLC.

Initials

2. PBR, LLC shall have absolutely no obligation, responsibility or liability to or for Stock Contractor under any local, state or federal workers' compensation or other similar laws, statutes, rules, regulations, or ordinances. Stock Contractor acknowledges, warrants and agrees that it is not an "Employee" of PBR, LLC as that term is used in Colorado Revised Statutes, 8-40-202 and other applicable state workers' compensation laws. Stock Contractor is solely responsible and liable for obtaining and maintaining any worker s' compensation coverage and any other insurance coverage or other benefits that may be legally or otherwise required or desired with regard to Stock Contractor's officers, directors, employees, agents, workers, representatives, volunteers or contractors and shall be solely obligated to pay federal and state income tax on any moneys received from PBR, LLC hereunder. Stock Contractor further acknowledges, warrants and agrees that at no time will it or any other person, employee, agent, representative, contractor, volunteer or worker employed, hired, engaged, utilized or involved, in any manner, by or with Stock Contractor, whether at or in association with PBR events ("Events") or otherwise, including but not limited to those individuals identified on Exhibit A hereto ("Worker(s)"), seek, claim, assert or obtain workers' compensation rights, coverage or benefits from or against PBR, LLC, its parents, affiliates, contractors or insurers. Stock Contractor hereby indemnifies, holds harmless and agrees to defend PBR, LLC, its parents, affiliates, contractors and insurers, from and against any and all actions, suits, claims, demands, liabilities, responsibilities, costs, premiums, fees, penalties or expenses, arising out of or in any way related to any claim, demand, assertion, or action by Stock Contractor or any person, employee, agent, representative, contractor, volunteer or worker employed, hired, engaged, utilized or involved, in any manner, by or with Stock Contractor for workers' compensation coverage or any other insurance coverage or other benefits.

Initials

3. Stock Contractor is experienced and regularly engaged in the independent trade and business of professional bucking bull/rodeo livestock breeding, training and related services, and possesses the requisite special skills, training, capabilities and equipment necessary to do so. Stock Contractor is and shall at all times be free from PBR, LLC's control and direction and shall be free to become a member of other associations in addition to ABBI and engage in of professional bucking bull/rodeo livestock breeding, training and related services with and for others as Stock Contractor deems fit. The precise detail, manner and method of my activities shall be within Stock Contractor's sole discretion. Stock Contractor will provide all tools, materials and equipment necessary or desirable and at no time will its business operations be combined with or incorporated into the business operations of PBR, LLC.

Initials

4. Stock Contractor will, immediately prior to and upon entering any restricted area, including but not limited to the arena area, chute area, livestock holding area, housing, pens, livestock load-in and load-out areas, concession areas and other areas appurtenant to any area where any activity related to the PBR Event(s) occurs ("Restricted Areas"), and will continuously thereafter, inspect such Restricted Areas and all portions thereof which it enters and with which Stock Contractor

comes in contact, and Stock Contractor further warrants that its entry into or upon such Restricted Area or Areas and its participation, if any, in the PBR Event(s) constitutes an automatic acknowledgement that it has inspected such Restricted Areas and find and accept the same as being safe and reasonably suited for the purposes of Stock Contractor's use, and Stock Contractor further agrees and warrants that if, at any time, it is in or about Restricted Areas and feels or discovers anything to be unsafe, in any respect, Stock Contractor will immediately advise PBR officials of such unsafe situation.

Initials

5. Stock Contractor will comply with any and all applicable federal, state, local or agency laws, regulations, rules (including the current PBR Rule Book) and ordinances, and obtain all releases, licenses, permits or other authorizations required by any governmental body or authority in order to provide the services or otherwise perform hereunder.

Initials

6. ASSUMPTION OF THE RISK: Stock Contractor expressly acknowledges that a bull riding event is, and has always been, an extremely dangerous activity, that its performance under this Application and presence at a bull riding venue or Event, including any other events or activities sanctioned, approved by or affiliated with PBR, LLC, exposes Stock Contractor and its Workers to serious and substantial hazards and risks of property damage, physical injury and/or death, and that Stock Contractor has been fully warned with regard to all such risks and hazards and warned its Workers of same. These risks include *Without Limitation* INJURY TO THE HEAD, NECK OR SPINE; INJURY TO THE MUSCULAR OR SKELETAL SYSTEMS; INJURY TO INTERNAL ORGANS; SCRATCHES, BRUISES, CONTUSIONS, STRAINS, SPRAINS, FALLS, FRACTURES; PHYSICAL VIOLENCE; VERBAL ABUSE; LOSS AND/OR DAMAGE TO SIGHT, TEETH OR HEARING; PARALYSIS; CONCUSSIONS AND TRAUMATIC BRAIN INJURY AND ALL OF THEIR SHORT- AND/OR LONG-TERM EFFECTS INCLUDING WITHOUT LIMITATION BRAIN DAMAGE, DEMENTIA, MOOD DISORDER, AND/OR COGNITIVE IMPAIRMENT; SHORT- AND/OR LONG-TERM DISABILITY; LOSS OF INCOME AND/OR CAREER OPPORTUNITIES; SERIOUS INJURY; AND/OR DEATH. Stock Contractor realizes that the risks arise not only from its performance under this Application but also from being in any Restricted Area or in the arena, behind the chutes, in the livestock holding area, housing, pens and any other area associated with bull riding events. Stock Contractor is fully aware that its participation and performance of the terms set out in this Application is undertaken with its express understanding, appreciation, approval, awareness, and assumption of any and all risks involved, including the risks listed above, for itself and its Workers and personnel. **Stock Contractor intends that this assumption of all risks shall be legally binding and shall be a complete bar to any and all Claims (as defined below in "Release and Waiver of All Legal Liability, and Covenant Not to Sue") by Stock Contractor. This assumption of risk shall apply to all risks arising from, relating to or in connection with Stock Contractor's performance under this Application, including without limitation the risks listed above.** Stock Contractor further acknowledges that it has been aware of, approved, understood, appreciated and assumed the risks of bull riding, including the risks listed above, as of the date of first participation in any PBR Event or activity.

Stock Contractor further acknowledges that bull riding in general and bull riding events in particular, including the Events, are an extremely hazardous activity for any livestock Stock Contractor may supply or provide hereunder, that Stock Contractor is fully aware of the risks and hazards such activities pose, and notwithstanding such hazards and warnings, Stock Contractor voluntarily and unconditionally releases and indemnifies PBR, LLC and agree to defend and hold the same harmless from and against any cost, liability or responsibility for any loss, damage, injury or death that Stock Contractor's livestock may suffer hereunder.

Signature: _____

Date: _____

7. RELEASE AND WAIVER OF ALL LEGAL LIABILITY, AND COVENANT NOT TO SUE: In consideration of the compensation and other promises set forth herein, Stock Contractor unconditionally and irrevocably agree to forever discharge, waives, releases, indemnifies, agrees to defend and hold harmless (i) PBR, LLC and its past, current and future direct and indirect parents, subsidiaries and affiliates, (ii) each of the officers, directors, owners, employees, members, managers, agents, shareholders, representatives, trustees, partners, servants, volunteers and contractors of each of the foregoing in clause (i), together with all other parties or entities involved in the sanctioning, approval, production, organization, conduct, sponsoring, advertising and performance of PBR Events and activities sanctioned, approved by or affiliated with PBR, LLC, and (iii) each of the respective predecessors, successors and assigns of each of the foregoing in clause (i) and clause (ii) (collectively, "Releasees"), of and from any and all claims, demands, losses, costs, liabilities, judgments, debts, dues, sums of money, expenses, responsibilities and accounts, in law or equity, contingent or non-

contingent, known or unknown, suspected or unsuspected ("Claims"), arising from, relating to or in connection with Stock Contractor's performance under this Application or presence at any events or activities sanctioned, approved by or affiliated with PBR, LLC.

Stock Contractor will not now or at any time in the future, directly or indirectly, commence, threaten or prosecute any Claim against the Releasees or any Releasee that Stock Contractor is, by this Application, discharging, waiving and releasing. This release, waiver and covenant not to sue includes without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short and/or long-term effects of such injury and death) whenever arising, but it shall not apply to Claims arising solely from the gross negligence or willful misconduct of Releasees or any Releasee.

Notwithstanding the undersigned Application not to initiate claims against PBR, LLC hereunder, if an action is instigated, it shall be as follows: in the event a dispute shall arise between the parties to this Application, that cannot be mutually resolved, the parties agree to participate in at least two hours of mediation in accordance with the mediation procedures of JAMS, Inc. before pursuing other remedies. The parties agree to share equally in the costs of the mediation. The mediation shall be conducted by a mediator agreed to by the parties from JAMS, Inc.'s database of certified mediators. The mediation shall be conducted in Pueblo County, Colorado, unless both parties consent to a different location.

In the event of any dispute between the parties which arises under this Application is not resolved through mediation as set forth in the preceding paragraph, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the JAMS, Inc. in effect at the time such arbitration is initiated, and subject further to the provisions of the Colorado Uniform Arbitration Act, incorporated by reference. A list of arbitrators shall be presented to the claimant and respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in the Pueblo County, Colorado, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon the parties.

The prevailing party shall be awarded all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorneys' fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of the amount due pursuant to this Application. Any questions involving contract interpretation shall use the laws of Colorado. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

Signature: _____

Date: _____

8. THIRD PARTY INDEMNITY: In consideration of the compensation and other promises set forth herein, Stock Contractor hereby agrees to indemnify, defend and hold harmless Releasees against any and all third-party Claims asserted against or incurred by Releasees or any Releasee arising from, relating to or in connection with its performance under this Application or presence at PBR Events or activities sanctioned, approved by or affiliated with PBR, LLC, including costs (including but not limited to attorneys' fees, court costs and defense expenses) of enforcing any right to indemnification hereunder.

The foregoing indemnity shall apply regardless of whether the injury, death or property damage is contributed to by the active or passive negligence of Releasees or any Releasee, but it will not apply to the extent that the injury, death or property damage is (i) caused solely by the negligence of Releasees or any Releasee or (ii) is caused or contributed to by the intentional tortious acts or gross negligence of Releasees or any Releasees.

For the avoidance of any doubt, Stock Contractor further unconditionally and irrevocably agrees not to seek contribution from Releasees or any Releasee for any and all Claims asserted, threatened or adjudged against Stock Contractor by any third parties.

Signature: _____

Date: _____

9. By signing and submitting this Application to PBR, LLC and as a condition of Stock Contractor's participation, and the participation of any Workers or other personnel it brings to PBR Events to assist Stock Contractor and/or its livestock (bucking bulls) in any PBR sanctioned, produced, approved or affiliated venues or PBR Events or related activities such a promotional appearances or attendance at any PBR, LLC or PBR Event related activity, including those out of competition and international events outside of the U.S., Stock Contractor hereby grants to PBR, LLC (and PBR, LLC's direct and

indirect parents, subsidiaries and affiliates both domestic and international), and their respective agents, licensees, sublicensees and assigns, the right and license to record, tape, memorialize, film, record, transmit, capture, collect, print, publish, upload, downlink, display, perform, copy, adapt, create derivatives, translate, reproduce, alter, edit, distribute, publicly and commercially exploit and broadcast by any means process, medium or device, or technologies now known or hereinafter invented ("Recordings") including but not limited to mobile, VOD, SVOD, OTT, television in any form, digital, internet or streaming, and other audio/visual works, on a non-exclusive, royalty fee, and perpetual basis throughout the universe, Stock Contractor's and each of its livestock's (as applicable) name, voice, sounds, images, likeness, signature, performances, biography, data, history, photographs, pictures, digital and video images, trademarks, trade dress, sounds and any and all other publicity and intellectual property of Stock Contractor and its livestock ("Identification"), at or in the PBR Event(s) or any other PBR, LLC sanctioned or produced events ("Rights"). Stock Contractor acknowledges that PBR, LLC, is the sole and exclusive owner of all rights of every kind and nature in perpetuity in and to such works and in and to the Recordings, and any other works, copyrightable or otherwise, created from the Recordings and other information and data arising from or during the PBR Event(s) or any PBR, LLC activity and/or event. Further, to the extent not already owned by PBR, LLC, Stock Contractor hereby assigns to PBR, LLC exclusively and in perpetuity, any and all rights in or to the Identification used in the Recordings set forth above. Stock Contractor represents and warrants that, as of the date of this Application, it has not granted to any third party the license to use the Identification described herein, that such license granted herein will not violate the rights of any third party, and that no third party consent is needed. Stock Contractor agrees to take all steps requested by PBR, LLC to protect, perfect or effectuate PBR, LLC's ownership or other interest in such rights in the Recordings. Stock Contractor agrees not to take any action, nor cause others to take any action, nor enter into any third party Application, which would contravene, diminish, encroach or infringe upon PBR, LLC's Rights.

Stock Contractor acknowledges that before, during or after PBR Events, or any other series, tours and/or events from successor, replacement or other series or tours, domestic or international, third party film crews from many sources including but not limited to news media, newspaper, radio, television or cable networks, movie, or other third party shows or film crews are granted access by PBR, LLC and the venue owners to PBR Events, and their resulting product or work may appear or be displayed, performed, reproduced, transmitted and distributed in many formats or media including but not limited to on television, in newspapers, magazines, internet websites, mobile phone broadcasting and/or radio broadcasts used in programming, shows, films, promotional, documentary, reality, highlight shows, or feature movies in perpetuity without any further approvals from or payments to Stock Contractor.

For good and valuable consideration, the receipt of which is hereby acknowledged, Stock Contractor also grants to PBR, LLC (and PBR, LLC's direct and indirect subsidiaries, licensees, sublicensees and affiliates, domestic and international) the right (including the right to permit others, as PBR, LLC sees fit) to use the Recordings that include Stock Contractor's Identification and modifications, for no royalty or other payments, in any PBR-produced, licensed, sublicensed or sanctioned (i) promotional materials in any media format, (ii) products including but not limited to photographs, calendars, books, magazines, flyers, posters, trading cards, electronics, programs, motion pictures, shows, or radio including satellite broadcasts, video tapes, highlight films, movies, programs, shows, digital links, applications CD-ROMS, VOD, SVOD, OTT, or any related or successor technologies or media formats, (iii) official website (www.pbr.com) or other approved or sanctioned websites, applications, or new digital distribution methods, as well as any PBR, LLC authorized or sanctioned fantasy-type games or platforms including, but not limited to, any related content, fantasy-type games or contests, and audio or footage appearing on PBR, LLC's official website or any PBR fantasy-type game website; and/or (iv) official merchandise catalog and other marketing materials, even if such items are offered for sale by PBR, LLC or with the permission of PBR, LLC, and even if PBR, LLC or a third party makes a revenue or profit from such sales. Stock Contractor hereby waives any rights of inspection or approval of its Identification or uses to which its' Identification may be put. Stock Contractor also expressly waives any and all moral rights it may have in connection with the Identification set forth in this publicity consent and this Application.

Notwithstanding the foregoing, PBR, LLC reserves the right to unilaterally contract with a third party to facilitate the distribution of images containing Stock Contractor's Identification for news and editorial uses with no compensation due to Stock Contractor. Additionally, PBR, LLC reserves the right to unilaterally contract with a third party to facilitate the commercial sale of images containing Stock Contractor's Identification to the general public, including to Stock Contractor, intended for personal use only, whereby Stock Contractor shall receive ten percent (10%) of net sales revenue actually realized and received by PBR, LLC from such image sale as royalty payment if Stock Contractor's Identification is featured in the image as evidenced by Stock Contractor being named in the metadata (non-image information that is bundled with image information in a file) of the image and as amended by PBR, LLC in its sole discretion ("Featured"). Further, Stock Contractor's Identification shall not be deemed to be Featured if Stock Contractor's Identification contained in the image is merely incidental content in said image. Incidental shall mean Stock Contractor's Identification which is captured but are an unintended and unnecessary component of the scene which the image depicts. In no event shall Stock Contractor be entitled to receive the aforementioned royalty payment if Stock Contractor's Identification is not deemed, in PBR, LLC's

sole discretion, to be Featured in said image. No additional compensation shall be due Stock Contractor for said commercial sales other than the previously detailed royalty payments in which Stock Contractor's Identification is deemed to be Featured. In the event that the identification of one or more other PBR stock contractors' livestock (i.e., an image with two (2) or more bulls) is captured and Featured in images with Stock Contractor's Identification commercially sold hereunder, a total royalty payment of ten percent (10%) with respect to all such stock contractors for said image, shall be divided and distributed, in PBR, LLC's sole discretion, amongst those stock contractors whose livestock's Identification is so captured and Featured therein.

In the event that an individual consumer and or purchaser should obtain images by way of commercial sales facilitated by a third party as detailed above, and said images are used for non-personal purposes and applications including, but not limited to, endorsement and or advertising, PBR shall have the right, but not the affirmative obligation, to pursue any and all remedies available at law or in equity for such unauthorized uses. For the avoidance of doubt, any failure or delay by PBR to pursue such remedies shall in no way be interpreted or construed as a waiver, relinquishment or election of rights or remedies by PBR and PBR shall continue to reserve all rights and remedies under all applicable federal and state laws and or in equity. Such action or inaction by PBR shall in no way substitute, supersede, or limit Rights holder's right to pursue any actions and or remedies related to the misappropriation of bull's name and likeness.

For the avoidance of doubt, pursuant to this publicity consent and agreement, Stock Contractor grant to PBR (and PBR's direct and indirect subsidiaries, licensees, sublicensees and affiliates, domestic and international) all rights, whether enumerated or implied, in my name, voice, image, photograph and/or likeness and or Appearance and specifically including, but not limited to, the Rights, with the exception of those instances where such rights are governed by a separate licensing Application with or approved by PBR.

If accepted as a member of PBR who participates in PBR sanctioned, approved or affiliated events, Stock Contractor hereby authorizes PBR, LLC to act on Stock Contractor's behalf as well as on behalf of PBR, LLC in engaging in promotional activities relating to the conduct of the sport and business of professional bull riding.

Stock Contractor represents that it will have any Workers and other personnel that Stock Contractor brings to any PBR Events, sign a similar release as contained in this Application including a Credential application as outlined below, as applicable, with respect to releases for injury and for capture and exploitation of their images, but if Stock Contractor does not obtain such releases, by virtue of their presence and participation in any PBR Event and any images of them captured and such Events, Stock Contractor, on their behalf as its Workers or personnel, hereby provides all of the same releases, waivers and agreements as stated above with respect to their attendance and participation. Stock Contractor hereby agrees to indemnify, defend and hold harmless Releasees (as defined above) against any and all claims asserted by its personnel against Releasees or any Releasee arising from, relating to or in connection with performance under this Application or presence at Events or activities sanctioned, approved by or affiliated with PBR, LLC, including costs (such as but not limited to attorneys' fees, court costs and defense expenses) of enforcing any right to indemnification hereunder. All those individuals listed in Exhibit A attached hereto have been made aware of this Application and consent and agree to all terms herein as though it applies directly to them.

Signature: _____

Date: _____

10. Stock Contractor must become familiar with PBR Official Rules set out in the 2018 PBR Rule Book of, and any other rules adopted by, PBR, LLC, and Stock Contractor agrees to comply with and be bound by the same, including but not limited to those rules contained in Section 17(12) of the 2018 PBR Rule Book pertaining to PBR's steroid testing policy with respect to those bulls competing in the Premier Series. As such, Stock Contractor hereby expressly consents to any collection of blood and/or urine samples from any and all bulls competing in the Premier Series and registered in Stock Contractor's name for purposes of the aforementioned steroid testing policy. Stock Contractor also acknowledges that the Assumption of Risk, Waiver, Release and Covenant Not to Sue, and Third Party Indemnity provisions included above apply in respect to all injuries and damage arising out of the collection of blood and/or urine samples for the steroid testing referenced herein and further detailed within the 2018 PBR Rule Book. Further, Stock Contractor hereby acknowledges, warrants, and represents that it has read, understands, and agrees to be bound by the Stock Contractor Responsibility Rule as detailed in Section 17(12) of the 2018 PBR Rule Book.

Initials

11. Stock Contractor agrees that the foregoing provisions, including specifically the foregoing release, waiver, and indemnity provisions, are reasonable, enforceable and intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

Initials

12. Stock Contractor understands that one or more annual or temporary PBR Event credentials ("Credentials") may be issued pursuant to this Application, if approved. Credentials are the exclusive property of PBR and must be surrendered upon demand by PBR, in PBR's sole discretion. Any Credential lost or stolen must be reported to PBR immediately. Failure to timely report a lost or stolen Credential may result in suspension of credential rights or, if applicable, a Member's license. Stock Contractor understands that any Credential issued hereunder solely permits the properly Credentialed person to enter into Restricted Areas during the 2018 PBR Season of events solely in accordance with the rules, directions, instructions and procedures for access as may be established by PBR from time to time. PBR may require that Stock Contractor carry certain identification, be accompanied by certain individuals, depart such Restricted Areas, take certain actions, or refrain from taking certain actions, and Stock Contractor agrees to fully abide by PBR's directives and instructions in that regard. Stock Contractor understands and agrees that any Credential issued to Stock Contractor and its Workers hereunder are personal to Stock Contractor and its Workers, may not be sold, assigned, lent, transferred or given to any other person (including, for clarity, its family and co-workers not working at the Event), that any attempt to sell, assign, transfer, lend, or permit any other person to use it shall result in a fee imposed by PBR, LLC of five hundred US dollars (\$500) and suspension or revocation of that or all Credentials. In addition, Stock Contractor agree that the Third Party Indemnity provisions included above apply in respect to all injuries and damage arising in connection with such unauthorized sale, assignment, transfer, lending or use.

Initials

13. This Application and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflict of law principles. All disputes pertaining to this Application shall be decided by a state or federal court located in the State of Colorado and Contractor consents to personal jurisdiction in such court. Venue for any dispute or portion thereof or any claim for a particular form of relief (not otherwise precluded by another provision of this Application in connection with any dispute arising under this Application that cannot be mediated or arbitrated pursuant to state or federal law or that is beyond the jurisdiction of the arbitrator, shall lie exclusively with a court of competent jurisdiction in the State of Colorado. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL, WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THIS APPLICATION, THE BREACH THEREOF, AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION 17, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**

Initials

14. If any of the provisions or portions of this Application are held to be invalid, illegal or unenforceable, they are to the minimum extent necessary deemed omitted, and the remaining provisions and portions thereof of this Application will be effective and enforceable. In any dispute arising under or in connection with this Application, the court or arbitrator(s) shall be entitled to modify any portion or provision of this Application to the minimum extent necessary in order to render it valid, legal or enforceable.

Initials

15. Waiver of any term or condition of this Application by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Application.

Initials

BY ITS SIGNATURE BELOW, Stock Contractor agrees that it is bound to the terms of this Application and if accepted,

to abide by the foregoing provisions for the entire 2018 PBR Season.

Accepted and Agreed:

COMPANY NAME OR INDIVIDUAL NAME

Acknowledged:

Professional Bull Riders, LLC

Signature: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: _____

2018 PBR STOCK CONTRACTOR MEMBER APPLICATION
EXHIBIT A

Please list the Full Legal Name, Social Security #, Residential Address, and Cell Phone # of Stock Contractors' Workers and all persons who might assist Stock Contract at an event.

Name	Address	Cell Phone #
1. _____ SSN: _____	_____ _____ _____	
2. _____ SSN: _____	_____ _____ _____	
3. _____ SSN: _____	_____ _____ _____	
4. _____ SSN: _____	_____ _____ _____	
5. _____ SSN: _____	_____ _____ _____	
6. _____ SSN: _____	_____ _____ _____	
7. _____ SSN: _____	_____ _____ _____	



ACCOUNTS PAYABLE VENDOR DIRECT DEPOSIT (ACH)

Direct Deposit Authorization Form

By signing below, I authorize the Professional Bull Riders, LLC. (PBR) to initiate direct deposit of all funds due me by PBR for Accounts Payables. Additionally, I authorize PBR to initiate adjustments for any transactions credited or debited in error to the account(s) indicated below.

I understand this authority will remain in effect until I notify PBR in writing to request cancellation. In the event I terminated the account listed below, I agree to notify PBR immediately. I understand my failure to do so may result in the delay of receipt of my check.

Note: You must attach a copy of a voided check to this form.

Company Name: _____

Contact Person: _____

Bank Name: _____

Bank Address: _____

Bank ABA Routing #:

Bank Account #:

Vendor Signature

Date

Vendor Name (Print)

Email address

Phone number

Request for Taxpayer Identification Number and Certification

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

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate
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Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Print or type
 See Specific Instructions on page 2.

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

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.

Sign Here

See the instructions on page 3.

Signature of
 U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. **Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴ The corporation
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

^{*}**Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information