

PRIVATE TEACHER APPLICATION

Instrument(s) \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_

Phone Number to be given out to students: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Available to teach:

Monday \_\_\_\_\_ Tuesday \_\_\_\_\_ Wednesday \_\_\_\_\_ Thursday \_\_\_\_\_ Friday \_\_\_\_\_

Level:

High School \_\_\_\_\_ Middle School \_\_\_\_\_

Have you taught previously? \_\_\_\_\_ Dates: \_\_\_\_\_

If so, Where? \_\_\_\_\_

If you have a preference for a particular school/schools, please list:

\_\_\_\_\_  
\_\_\_\_\_

Professional and/or Personal References (List at least three):

Full Name

Position

Address/Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return to Department of Instrumental Music

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
DEPARTMENT OF STUDENT AFFAIRS  
SPECIAL INVESTIGATIONS  
100 N. UNIVERSITY DRIVE  
ROOM NE 111  
FORT WORTH, TEXAS 76107**

<b>Date Received</b>
_____
_____
<b>Initials</b>

**To: Bobby Whiteside, Asst. Director  
Special Investigations**

**Clear**

**Direct all inquiries to Charles E. McCarty  
Phone: 817-871-2439 Fax: 817-871-2839**

**\*PLEASE PRINT CLEARLY**

**Not Clear  
Call OSI**

**From:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**REQUEST FOR BACKGROUND CHECK FOR  
CLINICIAN/CONSULTANT**

<b>Last Name</b>	<b>First</b>	<b>Middle (Maiden Name(s) if Applicable)</b>
<b>DOB</b>	<b>Gender</b>	<b>Ethnicity</b>
<b>Address</b>	<b>City/Zip</b>	<b>Home Telephone</b>

\_\_\_\_\_  
**Consultant's Signature**

**Pictured Identification Required**

\_\_\_\_\_  
**Date of Request**

**Please copy in this space**

\_\_\_\_\_  
**Tarrant County S.O.**

\_\_\_\_\_  
**Office of Special Investigations  
Reviewer**

**Texas ID Card, Texas DL or Resident Alien Card**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**INSTRUMENTAL MUSIC ENRICHMENT PROGRAM**  
**INDEPENDENT CONTRACTOR AGREEMENT**

This agreement is made and entered into on \_\_\_\_\_ 2008, by and between Fort Worth Independent School District, hereinafter "the District" and \_\_\_\_\_ hereinafter "Independent Contractor".  
(Please print)

For and in consideration of the mutual covenants contained herein, the District and Independent Contractor agree as follows:

1. Independent Contractor. Independent Contractor is and shall at all times be deemed to be an Independent Contractor and shall be wholly responsible for the manner in which he/she performs the services required of him/her by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and the Independent Contractor. Independent Contractor assumes exclusively the responsibility for his/her acts that relate to the services provided during the course and scope of their employment. Independent Contractor shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

2. Independent Contractor duties. Independent Contractor will provide the following service to the District: See Attachment A.

3. Term. The term of this Agreement will commence with its date of execution and continue until June 5, 2009, or until termination earlier as provided herein. Either party giving fourteen (14) days written notice of termination to the other party may terminate this Agreement. Such termination shall not prejudice any remedy that the terminating party may have at law or in equity. In the event of the termination of this Agreement prior to the completion of the term of the Agreement specified above, the Independent Contractor shall be entitled to the compensation earned by the Independent Contractor prior to the date of termination as provided for in this Agreement. The Independent Contractor shall be entitled to no further compensation after the date of termination.

4. Compensation and Billing. Responsibilities for all billing and payment collection shall lie solely upon Independent Contractor. Lesson rates: See Attachment A

5. Student Privacy. Independent Contractor understands and agrees that in the course of rendering services to students that medical and/or personal information learned by Independent Contractor about any person who is a student, or any family member of a student, is privileged information and is subject to all State and Federal laws which protect the rights of students. Independent Contractor agrees that the information learned by him/her about any student will not be divulged or discussed with any person other than authorized personnel, or unless otherwise authorized or obligated by State and Federal Laws or other policies of the District.

6. Insurance and Hold Harmless Requirements. During the term of this Agreement, Independent Contractor shall carry professional liability insurance in the form and in the amount acceptable to the District. Independent Contractor shall provide the District with certificates of insurance indicating such coverage prior to beginning any services under this Agreement. The certificates shall include assurance that the insurance company, of any cancellation, shall notify the District in writing not less than sixty (60) days prior to the effective date of such changes.

To the fullest extent permitted by law, Independent Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents, and employees from any and all claims, demands, liabilities and expenses (including attorneys' fees and costs of defense) arising directly or indirectly to the operation or performance of the Independent Contractor under this Agreement.

7. Notice. Any notice that is required under this Agreement shall be in writing and sent by Certified Mail, Return Receipt requested, to the designated address contained in this Agreement.

8. Assignment of Agreement. Independent Contractor shall not assign, transfer or subcontract any of his/her rights, burdens, duties or obligations under this Agreement without the prior written permission of the District.

9. Place of Performance. All obligations to each party of this agreement shall be performable in Tarrant County, Texas. Venue, in the event of a suit, is in Tarrant County, Texas.

10. Governing Law. The validity of this Agreement and any of its terms of provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

11. Entire Agreement. This Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the performance under this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

Independent Contractor warrants and represents that he/she has never been convicted of a felony or a crime involving moral turpitude.

\_\_\_\_\_  
INDEPENDENT CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

Designated Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
DIRECTOR OF INSTRUMENTAL MUSIC

\_\_\_\_\_  
DATE

## **INSTRUMENTAL MUSIC LESSON PROGRAM**

### **INDEPENDENT CONTRACTOR AGREEMENT**

#### **INSTRUCTOR-ATTACHMENT A**

This attachment becomes a part of the Independent Contractor Agreement for the 2008/2009 School Year.

Independent Contractor agrees to charge the District approved amount of \$16.00 per lesson the length of which shall be a minimum of twenty-five minutes per lesson. In the event local campus schedules do not allow lessons to meet the twenty-five minute minimum, the Instructor, by signing this agreement, agrees to provide additional instruction, at no charge to the student, to meet the minimum of one hundred minutes of instruction per four-lesson period.

The Instructor, as an independent contractor with the District, agrees to the following:

1. To make himself/herself available to provide musical instruction to any student enrolled in a regular music program of the District.
2. To cooperate with the Band/Orchestra Director in the scheduling of such instruction at a time that does not conflict with the student's other academic pursuits.
3. To cooperate with the Band/Orchestra Director and the student's parents to assure the student's proper musical growth.
4. To prescribe instructional materials for the student that meets District curriculum standards and is readily accessible to the student at a reasonable cost.
5. To attend all scheduled instructional sessions unless prevented by illness or other good cause, and to give students reasonable notice of not less than twenty-four hours, except in cases of emergency. When lessons must be missed, in all cases, the Band/Orchestra Director is to be notified on the day that the Instructor will not be meeting scheduled lessons.
6. To provide written notification to the Band/Orchestra Director, along with cause, notice of termination of lessons on any student.
7. To comply with all applicable laws, Board policies, and rules pertaining to, but not limited to, dress and conduct, and the use and/or possession of drugs, alcohol, tobacco, or weapons on District property.
8. To follow, in its entirety, the Code of Ethics of the Texas Certified Teachers and the Texas Music Educators Association.
9. To handle all accounting and billing for lessons taught as prescribed by District.
10. To provide proof of professional liability insurance for the term covered by this contract.
11. To hold harmless and indemnify District from all claims, demands, causes of action, judgments, and liabilities of whatever kind arising out of or in connection with or concerning this agreement between the Instructor and the District.
12. The supplemental music lesson program, as all programs, is under the direct supervision of the campus Principal. All local rules and/or regulations are to be followed.

(Please retain this copy of the agreement for your records)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as reported on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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.

<b>Social security number</b>
+
<b>or</b>
<b>Employer identification number</b>
+

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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 on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (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 recipient 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 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 the instructions below and the separate Instructions for the Requester of Form W-9.

## 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

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. 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 the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 Social Security Administration office or get this form on-line at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). 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/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.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, 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.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> List 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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.)

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.