



MC# 857946
EIN# 82-0885310
Phone: 916-835-4332
Fax: 916-706-3874
Web: www.fortexbrokerage.com
Email: logistics@fortexbrokerage.com
Address: 9449 Roseport Way Sacramento, CA 95826

ABOUT US

Fortex Brokerage Inc. provides cost effective solutions for shippers across the nation for various freight needs. We work with motor carriers which are equipped with 48ft and 53ft, dry van, temperature controlled refrigerated, flatbed and step deck trailers. In today's freight marketplace the biggest dilemma a shipper will face is continued carrier capacity. We understand that shippers need reliable service at competitive freight rates. *Fortex Brokerage Inc.* provides our shippers with motor carriers that have met the highest safety standards as set forth by the FMCSA.

SURETY BOND

HCC Surety Group

Phone: (916) 568-7818 Ext. 1502
Address: 1610 Arden Way Ste 273
Sacramento, CA 95815
Web: www.hccsurety.com

FMCSA Motor Carrier

USDOT Number: 2994090
DOCKET Number: MC857946
Legal Name: FORTEX BROKERAGE INC



DBA (Doing-Business-As) Name

ADDRESSES

Business Address: 9449 ROSEPORT WAY
SACRAMENTO, CA 95826
Business Phone: 916-835-4332 **Business Fax:**
Mail Address:
Mail Phone: **Mail Fax:** **Undeliverable Mail:** NO

AUTHORITIES

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

INSURANCE REQUIREMENTS

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	YES	Bond on File:	YES
Blanket Company:	TRUCK PROCESS AGENTS OF AMERICA, INC						

COMMENTS

Active/Pending Insurance:

Form: 84	Type: Surety	Posted Date: 03/14/2018
Policy/Surety Number: 100384989	Coverage From: \$0	To: \$75000
Effective Date: 03/13/2018	Cancellation Date:	

Insurance Carrier: AMERICAN CONTRACTORS INDEMNITY COMPANY
Attn: ICC BROKER - RENEWAL DEPARTMENT
Address: 801 S. FIGUEROA STREET, SUITE 700
LOS ANGELES, CA 90017 US
Telephone: 310-649-0990 **Fax:** 310-649-0033

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

FMCSA Motor Carrier

USDOT Number: 2994090
 DOCKET Number: MC857946
 Legal Name: FORTEX BROKERAGE INC



DBA (Doing-Business-As) Name

REJECTED INSURANCES

Form:	Type:			
Policy/Surety Number:	Coverage From:	0\$	To:	\$0
Received:	Rejected:			
Rejected Reason:				

INSURANCE HISTORY:

Form:	84	Type:	SURETY		
Policy/Surety Number:	615995811	Coverage From:	0\$	To:	\$75,000 *
Effective Date From:	04/03/2017	To:	03/13/2018	Disposition:	Replaced

Insurance Carrier: UNITED STATES FIRE INSURANCE CO.
Attn: TO REPORT A CLAIM CALL 888-890-1500
Address: 305 MADISON AVE.
 MORRISTOWN, NJ 07962-1973 US
Telephone: 973-490-6000 **Fax:** 973-490-6448

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

AUTHORITY HISTORY

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	04/18/2017
	PROPERTY BROKER	DISMISSED	04/07/2014

PENDING APPLICATION

Authority Type	Filed	Status	Insurance	BOC-3

PENDING APPLICATION

Authority Type	1 st Serve Date	2 nd Server Date	Insurance	BOC-3



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ATTN: ACCOUNTS PAYABLE DEPT

Please take time to fill out this form with your choice of one of the following payment options below.

COMPANY NAME: _____

COMPANY NAME: _____

PHONE: _____-_____-_____-_____

EXT: _____

EMAIL: _____

DATE: _____

PLEASE CHECK ONE OF THE FOLLOWING PAYMENT OPTIONS BELOW

Mail (*original paperwork via UPS, USPS, FedEx, Etc...*)

E-Mail (*Invoice and Scanned Originals*)

Fax (*Invoice and Scanned Originals*)

Fax #: _____-_____-_____-_____



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SHIPPER-BROKER TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) IS MADE THIS:

DATE: _____, 20 _____

BETWEEN: FORTEX BROKERAGE INC.

9449 Roseport Way

Sacramento, CA 95826

“SHIPPER”

AND: _____

RECITALS

A. Fortex Brokerage Inc. is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC-857946 and, as a licensed broker, arranges for freight transportation.

B. SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of Fortex Brokerage Inc. to arrange for transportation of SHIPPER’s freight.

AGREEMENT

1. TERM. Subject to Section 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. **SERVICE.** Fortex Brokerage Inc. agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. SHIPPER is not restricted from tendering freight to other brokers, or directly to motor carriers. Fortex Brokerage Inc. is not restricted from arranging transportation for other parties. SHIPPER shall be responsible to Fortex Brokerage Inc. for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment. Fortex Brokerage Inc's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight.

3. **FREIGHT CARRIAGE.** Fortex Brokerage Inc. warrants that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. Fortex Brokerage Inc. further warrants that those contracts comply with all applicable federal and state regulations and shall include the following provisions:

- a. Carrier shall be at all times a motor carrier under 49 USC 13102(14) and be duly registered with the Department of Transportation pursuant to 49 USC 13902 and 13905.
- b. Carrier shall agree to defend, indemnify and hold Fortex Brokerage Inc. and SHIPPER harmless from all damages, claims or losses arising out of its performance of the Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death to the extent allowed by law.
- c. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- d. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability / Property Damage	\$1,000,000
Auto Liability	\$1,000,000
Cargo Liability	\$100,000
Worker's Comp.	as req. by law.

Fortex Brokerage Inc. shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

- e. Carrier shall agree that the provisions contained in 49 CFR Part 370 shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
- f. Carrier shall authorize Fortex Brokerage Inc. to invoice SHIPPER for services provided by the Carrier. Carrier shall further agree that Fortex Brokerage Inc. is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the SHIPPER, consignee or Fortex Brokerage Inc. customer.
- g. Carrier shall agree that, at no time during the term of its contract with Fortex Brokerage Inc, shall it have an "Unsatisfactory" safety rating or otherwise be placed "out of service" or prohibited by the FMCSA or USDOT from legally transporting the shipment. If Carrier receives an

"Unsatisfactory" safety rating or is otherwise placed "out of service" or is prohibited by the FMCSA or USDOT from legally transporting the shipment, it shall immediately notify Fortex Brokerage Inc. Fortex Brokerage Inc. shall not knowingly utilize any carrier with an "Unsatisfactory" safety rating or that is otherwise placed "out of service" or prohibited by the FMCSA or USDOT from legally transporting the shipment in the performance of this Agreement.

h. Carrier shall agree that the terms and conditions of its contract with Fortex Brokerage Inc. shall apply on all shipments it handles for Fortex Brokerage Inc. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract.

i. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.

j. Fortex Brokerage Inc. further warrants it will require proof of insurance and operating authority from each Carrier and, should Fortex Brokerage Inc. utilize the services of any Carrier on SHIPPER's behalf, which Carrier does not have proof of insurance and/or operating authority, Fortex Brokerage Inc. agrees to indemnify and hold harmless SHIPPER from all legitimate claims not paid by Carrier, including but not limited to cargo loss and damage claims.

4. **RECEIPTS AND BILLS OF LADING.** All shipments for which Fortex Brokerage Inc. arranges transportation shall move under and be governed by the terms and conditions of the Standard Truckload Bill of Lading, regardless of any other form or receipt which may be issued by the consignor, and whether or not signed by a driver or agent of the carrier. Non-conforming bills of lading shall be a receipt for goods only. Carrier, not Fortex Brokerage Inc, is to be named on the bill of lading as "carrier of record" and any designation of Fortex Brokerage Inc. as the "carrier" shall be of no effect. Customer's or carrier's insertion of Fortex Brokerage Inc. name on the bill of lading shall be for Customer convenience only and shall not change Fortex Brokerage Inc's status as a property broker.

5. **PAYMENTS.** Fortex Brokerage Inc. shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in the Service Order, and any written supplements or revisions that are mutually agreed to between the Parties. If rates are negotiated between the Parties and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon FBI's invoice to SHIPPER and SHIPPER's payment to FBI. SHIPPER agrees to pay Fortex Brokerage Inc's invoice within 30 days of invoice date without deduction or setoff. Fortex Brokerage Inc. shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to Fortex Brokerage Inc. shall relieve SHIPPER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and Fortex Brokerage Inc. hereby covenants and agrees to indemnify SHIPPER, Consignee or other responsible party against such liability.

6. **CLAIMS.**

a. **Freight Claims:** SHIPPER must file claims for cargo loss or damage with Fortex Brokerage Inc. within one hundred eighty (180) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against Fortex Brokerage Inc. in a Court of Law within two (2) years from the date the carrier or Fortex Brokerage Inc. provides written notice to

SHIPPER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by Fortex Brokerage Inc. shall agree in writing with Fortex Brokerage Inc. to be liable for cargo loss or damage as outlined in Section 3.c. above. The carriers' cargo liability for any one shipment shall not exceed Any amount over (\$ 100,000) unless Fortex Brokerage Inc. is notified by SHIPPER in writing of the increased value prior to shipment pickup, with reasonable advance notice to allow Fortex Brokerage Inc. and/or the carrier to procure additional insurance coverage, and Fortex Brokerage Inc. accepts in writing the shipment and increased liability. **It is understood and agreed that Fortex Brokerage Inc. is not a Carrier and that Fortex Brokerage Inc. shall not be held liable for loss, damage or delay in the transportation of SHIPPER's property unless caused by Fortex Brokerage Inc's negligent acts or omissions in the performance of this Agreement.** Fortex Brokerage Inc. shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by Fortex Brokerage Inc. to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to Fortex Brokerage Inc. so as to allow Fortex Brokerage Inc. to subrogate its loss. In no event shall Fortex Brokerage Inc. or Fortex Brokerage Inc's Carrier be liable to SHIPPER or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless SHIPPER has informed Fortex Brokerage Inc. in written or electronic form, prior to or when tendering a shipment or series of shipments to Fortex Brokerage Inc, of the potential nature, type and approximate value of such damages, and Fortex Brokerage Inc. specifically agrees in written or electronic form to accept responsibility for such damages.

b. All Other Claims: The Parties shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims, and shall file any such claims with the other Party within one hundred eighty (180) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. SURETY BOND. Fortex Brokerage Inc. shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000 and furnish SHIPPER with proof upon request.

9. TEMPERATURE CONTROLLED FREIGHT. Fortex Brokerage Inc. understands and acknowledges that a portion of SHIPPER's freight may need to be temperature controlled (generally, but not always, refrigerated) and that the temperature maintenance requirements specified by SHIPPER for a shipment are mandatory and will be strictly enforced by SHIPPER, its customers, and the consignees receiving the shipment. The specific temperature requirements for a shipment must be set forth on the Service Order and SHIPPER prepared bill of lading for that shipment. Fortex Brokerage Inc. will require the carrier to maintain the freight at the temperature specified in the Service Order and SHIPPER prepared bill of lading at all times while the freight is in the carrier's possession or control.

10. DEFAULT. Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on ten (10) days written notice to the other Party. SHIPPER shall be responsible to pay Fortex Brokerage Inc. for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to SHIPPER.

11. INDEMNIFICATION. Subject to the insurance limits in Section 7, Fortex Brokerage Inc. and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages,

including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party. Although Section 7 only imposes insurance requirements upon Fortex Brokerage Inc, for purpose of this Section 12, those amounts also shall limit the scope of SHIPPER's indemnification obligations. The obligation to defend shall include all costs of defense as they accrue.

12. ASSIGNMENT/MODIFICATIONS OF AGREEMENT. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

13. SEVERABILITY/SURVIVABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of this Agreement for any reason.

14. INDEPENDENT CONTRACTOR. It is understood between Fortex Brokerage Inc. and SHIPPER, that Fortex Brokerage Inc. is not an agent for the Carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over Fortex Brokerage Inc, its operations, employees, or carriers.

15. NO AUTHORITY TO BIND SHIPPER. Fortex Brokerage Inc. is not and at no time shall be an agent or employee of SHIPPER, and at no time shall Fortex Brokerage Inc. represent itself to be an agent or employee of SHIPPER. Fortex Brokerage Inc. has no authority whatsoever to act for or on behalf of SHIPPER or to bind SHIPPER in any regard.

16. NONWAIVER. Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

17. **NOTICES.** Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows

Fortex Brokerage Inc.

“SHIPPER”

Irina Lungu, President
9449 Roseport Way
Sacramento, CA 95826
Phone: (916) 835-4332
Fax: (916) 706-3874

Phone: _____
Fax: _____

18. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or Fortex Brokerage Inc, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

19. **CHOICE OF LAW.** All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

20. **VENUE.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against any of the parties in Superior Court of California county of Sacramento or, subject to applicable jurisdictional requirements, in the United States District Court for the District of California, Sacramento Division, and each of the parties consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

22. **ATTORNEY FEES.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

23. **CONFIDENTIALITY.** Fortex Brokerage Inc. shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the Parties shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. Fortex Brokerage Inc. will require its carriers and/or other brokers to comply with this confidentiality clause.

24. **ENTIRE AGREEMENT:** This Agreement, including all Appendices and Addenda, and any Service Order or Load Confirmation with respect to a shipment, constitutes the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements,

promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

IN WITNESS WHERE OF, the **PARTIES** hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

FORTEX BROKERAGE, INC.

"SHIPPER"

Signature:

Irina Lungu

Name Printed:

Irina Lungu

Title:

Admin of Operations

Signature:

Name Printed:

Title:

APPLICATION FOR CREDIT

COMPANY INFORMATION

COMPANY NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____ E-MAIL: _____

ESTIMATED ANNUAL SALES: _____ YEAR ESTABLISHED: _____

BUSINESS IS: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION

Is your company related to any other company through common ownership, parent subsidy, branch division, etc? _____ if yes, please explain:

Have you ever filed for bankruptcy? Year: _____ Credit Amount Requested: \$ _____

BANK REFERENCE

BANK NAME:

Checking Savings

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

(2) Name: _____

DBA: _____

Account#: _____ Contact: _____

Address: _____

City: _____ States: _____ Zip: _____

Phone: _____ Fax _____

Trade References

(1) Name: _____

DBA: _____

Account#: _____ Contact: _____

Address: _____

City: _____ States: _____ Zip: _____

Phone: _____ Fax _____

(3) Name: _____

DBA: _____

Account#: _____ Contact: _____

Address: _____

City: _____ States: _____ Zip: _____

Phone: _____ Fax _____

TERMS AND CONDITIONS

I understand and agree that should credit be extended, all payments are due next 30 days. Accounts that are in arrears will not be extended additional credit. A finance charge will be applied to all unpaid balance on bills that are 45 days from date of service. That rate will be applied at 1.50 per month. Any disputed charges must be brought to our attention within 10 business days upon receipt of freight bills for immediate resolution. I further agree to pay all cost including collection fees and / or reasonable attorney fees should this become a credit default. I hereby certify that all my statements made herein are correct and authorized you to obtain any information you require concerned statements herein.

Signature: _____ **Title:** _____ **Date:** _____

Printed Name: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FORTEX BROKERAGE, INC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 9449 Roseport Way</p> <p>6 City, state, and ZIP code Sacramento, CA 95826</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
or	
Employer identification number	
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</div> </div>	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</div> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</div> </div>

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 10-22-18
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.