

FARE MEDIA SALES AGREEMENT
BY AND BETWEEN MASSACHUSETTS BAY TRANSPORTATION AUTHORITY AND RETAILER

Mass Lottery License# _____
(If applicable)

Agreement made this ____ day of _____, by and between the Massachusetts Bay Transportation Authority (the "MBTA" or "Authority"), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts and _____(RETAILER). The Parties to this Agreement, each for itself, its successors and assigns, in consideration of the mutual covenants on the part of the other herein contained, do hereby agree as follows:

1. General Requirements

- 1.1. RETAILER agrees to participate in the Retail Sales Program and sell MBTA fare media at its retail store with equipment and supplies as appropriate and provided by the Authority. The MBTA, as part of ongoing efforts to continually modernize its Retail Sales Program, may request that RETAILER at some future date transition to an enhanced fare media sales platform administered by an MBTA designated representative. Such transition may include entering into a separate agreement.
- 1.2. RETAILER shall perform all sales and accounting responsibilities in accordance with the specifications provided herein.
- 1.3. RETAILER agrees that no MBTA fare media will be sold for more or less than the face value, as set by the MBTA. RETAILER shall not require customers to make additional retail purchases in order to purchase Fare Products.
- 1.4. All records associated with and supporting this Agreement are subject to periodic audit by MBTA or an MBTA designated representative.
- 1.5. RETAILER acknowledges and agrees that all blank tickets and cards are the property of the MBTA.

2. Statement of Work

- 2.1. MBTA will provide a countertop Retail Sales Terminal to RETAILER. RETAILER shall have no ownership interest in the Retail Sales Terminal. The MBTA, or an MBTA designated representative, will install and maintain the Retail Sales Terminal. The Retail Sales Terminal will not be anchored, or affixed, to any property of RETAILER. The Retail Sales Terminal includes a touch screen computer, a limited use ticket-processing unit, a smart card reader, a thermal receipt printer, and a wireless router.
- 2.2. The Retail Sales Terminal will be plugged into a standard 110VAC electrical outlet. RETAILER will be responsible for the cost of electricity provided to the Retail Sales Terminal.
- 2.3. The RETAILER will be provided secure, cellular internet connection to each Retail Sales Terminal by the MBTA which will bear associated costs such as WiFi connection to the Retail Sales Terminal. This will allow the Charlie system to reconcile the amount of sales at each Retail Sales Terminal.
- 2.4. The Retail Sales Terminal will be functional for 2 types of MBTA fare media, CharlieTicket and CharlieCard.
 - 24.1. CharlieTicket: A paper based ticket with a limited use smart chip that will be provided by the MBTA, or an MBTA designated representative, to RETAILER in precut ticket stock form. The Retail Sales Terminal will issue limited use tickets for single ride, express bus, and monthly pass commuter rail and commuter boat fares.
 - 24.2. CharlieCard: A smart card (plastic, durable card with a microchip inside), which can be reloaded with value and/or fare products. The MBTA, or an MBTA designated representative, will provide RETAILER with the ready-to-encode, preprinted CharlieCards. Using the Retail Sales Terminal smart card reader/writer unit, it will be possible to issue smart cards with stored value and/or time-based passes, and add value to existing CharlieCards.

- 2.5. A list of fare products available for sale via a Retail Sales Terminal is shown in Exhibit 1 – Fare Products Pricing Chart, which may include specific terms and conditions. Note that fare tariff (products and prices) provided in Exhibit 1 is subject to change in accordance with the MBTA fare policy.
- 2.6. The Retail Sales Terminal automatically issues a production receipt after each transaction. RETAILER shall give the production receipt for each transaction to the customer. The production receipt will constitute proof of the transaction.
- 2.7. The MBTA, or an MBTA designated representative, will train RETAILER and the clerks identified by RETAILER. Training materials will be provided to RETAILER. The MBTA help desk can be reached at **1-617-222-4235**.
- 2.8. The Retail Sales Terminal does not have a cash register. RETAILER shall collect the correct, full monetary amount for the sold fare media type. RETAILER shall deposit and maintain all collected amounts in the account designated in Section 3.2. Fees associated with credit/debit payments are the responsibility of RETAILER. For the sale of fare media products, RETAILER must accept cash, personal check, debit card, credit card, and any other forms of payment accepted for other items sold at RETAILER's establishment. The Retail Sales Terminal will record each transaction and upload the data to the MBTA system at the opening of each shift. The data will be monitored and MBTA records, as uploaded by the Retail Sales Terminal via the secure, cellular communications line, will be conclusive evidence of each transaction. RETAILER will sign on to the Retail Sales Terminal at least once per day of operation. The Authority, or an MBTA designated representative, can from time to time request via phone that the RETAILER sign off and sign on to the terminal. RETAILER acknowledges, accepts and agrees to perform sign off and sign on daily and as may be requested from time to time.
- 2.9. The MBTA will provide marketing materials to RETAILER for promoting the sales of CharlieTickets and CharlieCards with instructions regarding the location of the material in RETAILER's premises.
- 2.10. The MBTA will provide one Retail Sales Terminal user account to RETAILER to login to the Retail Sales Terminal. It is the responsibility of RETAILER to keep this account safe and secure from any and all unauthorized users.
- 2.11. The paper supply for the printer will be provided by the MBTA, or an MBTA designated representative. RETAILER will keep a certain safety stock of printer paper.
- 2.12. The Retail Sales Terminal can void incorrectly issued fare media. RETAILER will be responsible for voiding incorrectly issued fare media within 10 minutes of the original transaction using the Retail Sales Terminal that issued the original fare media.
- 2.13. To request Retail Sales Terminal maintenance or other helpdesk services RETAILER shall call **1-617-222-4235**.
- 2.14. The Retail Sales Terminal equipment is and will remain the property of the MBTA, and shall be protected from misuse, abuse, and vandalism by the RETAILER.
- 2.15. RETAILER will be required to provide a self-certification of accessibility, based on a checklist of Key Accessibility Criteria from the 2010 Americans with Disabilities Act (ADA) provided in Exhibit 2 – Key Accessibility Criteria for Participation in Retail Reload Network. RETAILER shall provide timely notice to the MBTA of any change to RETAILER's physical premises that causes the RETAILER to no longer comply with the Key Accessibility Criteria described in Exhibit 2. RETAILER acknowledges that the MBTA, or an MBTA designated representative, will have the right to inspect and run periodic audits to ensure continued compliance with the requirements set forth in this Agreement.

3. Compensation and Manner of Payment

- 3.1. RETAILER commission under this Agreement is 4% of the total fare media sales value. This Agreement, and thus the commission, are applicable to the list of stores/branches/franchises listed by the RETAILER in Exhibit 4 – List of Participating Stores. When there is a request for additional stores/branches/franchises to join the Retail Sales Program under this Agreement, the RETAILER will send a written request to the Retail Sales Program Manager at charliereail@mbta.com, requesting MBTA review and approval.
- 3.2. RETAILER acknowledges, accepts and agrees that the MBTA, or an MBTA designated representative, will initiate ACH debit withdrawal from RETAILER's designated bank account. RETAILER's bank account information for the ACH debit withdrawal is:

Bank Name: _____

Account Holder's Name: _____

Routing Number (9Digits): _____

AccountNumber: _____

Account Type (Checking /Savings): _____

e-Mail Address: _____

(Needed for weekly sweep notifications and program updates)

DO NOT FORGET TO ATTACH A VOIDED CHECK for this account.

- 3.3. If there is more than one store/branch/franchise participating in the Retail Sales Program, RETAILER shall completely and accurately list those participating stores in Exhibit 4. RETAILER may choose to identify separate and different accounts for each participant. In that case, RETAILER shall fill in the necessary sections in Exhibit 4. Otherwise, RETAILER agrees that the MBTA, or an MBTA designated representative, will use the account identified in Section 3.2 for ACH debit withdrawals for all participating stores/branches/franchises.
- 3.4. The timing and the frequency of the electronic ACH debit withdrawals will be at the sole discretion of the MBTA. RETAILER will be given notice of electronic withdrawals.
- 3.5. MBTA, or an MBTA designated representative, will withdraw from the RETAILER account identified in Section 3.2, the net fare media sales revenue when calculating RETAILER commission.
- 3.6. MBTA, or an MBTA designated representative, will pay to RETAILER a commission of 4%. The commission will be deducted from the amount removed or swept from the RETAILER's account. MBTA, or an MBTA designated representative, will provide notice of the withdrawal to RETAILER. RETAILER acknowledges and agrees that the commission amount is the only compensation it will receive.

4. Term of Agreement

- 4.1. This agreement shall commence upon date of execution and may be amended from time to time as set forth in Section 6.

5. Term, Suspension, Termination and Other Remedies

- 5.1. Term. The term of this Agreement will commence on the Effective Date as set out on the execution page of the Agreement and continue until such time as this Agreement is terminated in accordance with this Article 5.
- 5.2. Suspension or Termination by MBTA. MBTA may suspend its authorization to the Retailer from providing Fare Media at one or more Sites effective immediately upon the Retailer receiving notice of the suspension from MBTA, or MBTA may terminate this Agreement or revoke its authorization to the Retailer from providing Fare Media Services at one or more Sites immediately and without notice upon occurrence of any of the following events:
 521. the Retailer is in breach or is being investigated for a possible breach of this Agreement, the Policies, or applicable laws all as amended from time to time
 522. the Retailer makes a fraudulent misrepresentation on the Retailer application form or on any documentation the Retailer submits to MBTA;
 523. the Retailer sells, sub-leases, sub-licenses, or discontinues its business operations, or moves one or more of the Site(s) without MBTA's express approval;
 524. the Retailer declares bankruptcy or becomes insolvent, or a receiver or a liquidator is appointed over some or all of the assets of the Retailer, or in the event any of the assets of the Retailer are seized or distrained upon, or
 525. the Retailer engages in conduct or activities which MBTA in its sole discretion determines to be contrary to the public interest or harmful to the integrity or reputation of the MBTA.
- 5.3. Termination without Cause. Either Party may terminate this Agreement without cause by giving at least thirty (30) days written notice to the other Party.
- 5.4. Effects of Suspension of a Retailer Site(s). Suspension of a Site(s) does not release the Retailer from any and all of Retailer obligations under this Agreement. Upon suspension of a Retailer Site(s), the Retailer will:
 541. cease to sell the Charlie Tickets and provide the Fare Media Services at the suspended Site(s) for the time period of the suspension; and
 542. comply with any other requirement as determined and communicated in writing by MBTA.
- 5.5. Effects of Termination of a Retailer Site(s). Termination of a Retailer Site(s) does not release the Retailer from any and all Retailer obligations to MBTA under this Agreement. Upon expiration or termination of a Retailer Site(s), the Retailer will:
 551. immediately cease to sell the Tickets and provide the Services at the terminated Site(s) as of the effective date of the termination;
 552. immediately cease any and all use of MBTA Fare Media marketing and promotional materials at the terminated Retail Site(s);
 553. ensure that the terminated Retail Site(s) RST Equipment is in good working order as of the effective date of termination;
 554. deliver immediately to MBTA all unsold Charlie Tickets, and any other property relating to the Fare Media Services at the terminated Site(s), including the Ticket rolls, paper stock, selection slips, point of sale advertising, MBTA signs, and other promotional materials at the terminated Retail Site(s); and
 555. facilitate MBTA or its designated representative's immediate access to the terminated Retail Site(s) to remove all RST Equipment and MBTA property relating to the Fare Media Services.
- 5.6. Effects of Termination of Retailer. Termination of this Agreement does not release the Retailer from any and all outstanding Retailer obligations to MBTA. Upon termination of this Agreement, the Retailer will put to immediate effect Section 5.5 above, as well as:
 561. immediately cease any and all use of MBTA fare media; and
 562. cooperate fully with MBTA in the orderly wind-down of the Retailer's involvement in the sale of Charlie Tickets or provision of the Fare Media Services.
- 5.7. Other Remedies. The Parties agree that in the event that the Retailer does not comply with its obligations under this Agreement, and the circumstances are not related to the integrity of fare media services, such determination to be at the sole discretion of MBTA, that MBTA may upon notice to the Retailer impose other remedies including:

- 5.7.1. reduction in whole or in part, for a specified time period, of MBTA's obligation to pay Commission or other remuneration to the Retailer;
- 5.7.2. Retailer training or re-training, at the expense of the Retailer; or
- 5.7.3. other remedies as reasonably implemented by MBTA or as provided for in the Policies.

Application of any of the remedies in this Article 5.7 does not waive MBTA's right to any other remedy in this Article 5 or at law.

6. Amendment or Modification to the Agreement

- 6.1. The articles of this contract may be amended from time to time during the life of the Agreement. Either the MBTA or the RETAILER may request in writing such amendments or modifications. However, no such amendments or modifications shall be effective unless evidenced by a written amendment to this Agreement executed by duly authorized representatives of both parties hereto.
- 6.2. This agreement supersedes any prior agreements, written or oral, between RETAILER and MBTA regarding retail sale of MBTA fare products.

7. Effect of Invalidity

In the event that any provision of this Agreement is found to be invalid or unenforceable in any respect, the remaining provisions shall nevertheless be binding to the same extent as if the invalid or unenforceable provision was originally deleted.

8. Non Waiver and Pursuit of Other Remedies

- 8.1. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.
- 8.2. The MBTA's remedies for RETAILER's breach of this Agreement are cumulative and are not intended to be exclusive of any other remedies to which the MBTA may lawfully be entitled in the event of RETAILER's breach. Any termination or suspension of this Agreement shall not affect or impair the right of the MBTA to recover any damages, which may result from RETAILER's breach or default.

9. Indemnification and Insurance

- 9.1. RETAILER, as an independent contractor, acknowledges and agrees that it is responsible for all obligations under this Agreement and for all the acts of its employees and agents hereunder, and RETAILER agrees to hold harmless, exonerate, indemnify and defend the MBTA, from and against any and all claims and injuries to persons, or damage to property, or loss, of any kind, of tickets, passes and money, arising out of the operations herein described.
- 9.2. RETAILER shall purchase and maintain, during the term hereof, all insurance policies as required and specified in Exhibit 3 – Insurance Requirements, and shall provide MBTA with current, accurate, and complete certificates of insurance, during the term hereof, evidencing compliance with these insurance requirements and specifically evidencing further that the MBTA is an additional insured under each of these insurance policies as their interests may appear in this Agreement.

10. Third Party Beneficiaries

Nothing in this Agreement shall be deemed to create any rights in any person not a party hereto other than permitted successors of a party to this contract and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party.

11. Survival of Obligations and Indemnification

All obligations and indemnifications that arise and are not satisfied during the term of this Agreement shall survive termination of this Agreement.

12. RETAILER Compliance with Laws

RETAILER shall keep fully informed and shall comply with the provisions of applicable Federal, State and municipal laws, rules and regulations which in any manner affect this contract and those engaged or employed with the services herein described. RETAILER shall indemnify, protect, defend and save harmless MBTA and its officers, agents and employees harmless from all fines, penalties, and liabilities imposed upon MBTA under any laws, rules, and regulations by any public agency, MBTA or court having jurisdiction over the parties hereto, when the imposition of same is attributable to the failure of RETAILER to keep fully informed and to comply with its obligations in this regard.

13. Personal Liability

No recourse shall be had by either party for any claim against any officer, director, stockholder, employee or agent of any other party alleging personal liability on the part of such person with respect to performance of MBTA's or RETAILER's obligations under this Agreement.

14. Assignability

If the company ownership changes, the MBTA Retail Sales Program Manager shall be notified within 48 hours of the effective date of the change. In such event, this Agreement shall become null and void, save for Section 12, and all obligations and duties of RETAILER hereunder shall immediately become due and owing.

15. Representations, Warranties, Approvals

The parties represent, and warrant, to each other that upon execution of this Agreement; (a) the parties have the power and authority to enter into this Agreement and to carry out their respective obligations hereunder; (b) the parties have taken all legal action necessary to authorize them to enter into and perform their respective obligations hereunder; (c) entering into and performing this Agreement does not violate any statute, rule, regulation, order, writ, injunction, or decree of any court, administrative agency or governmental body, or violate any contract by which a party is bound; (d) there is no known litigation for proceeding pending or threatened against a party which could materially or adversely affect the performance of this Agreement; and (e) the parties have obtained all approvals as may be required to permit their respective performance of the obligations of this Agreement. Except as expressly provided herein, the parties make no representations or warranties and waive no rights or remedies.

16. Successors and Assigns

This Agreement shall be binding upon the parties hereto, and may not be assigned, transferred, or delegated without the prior written approval of the Authority. If the RETAILER makes any such assignment, pledge or other such transfer without the prior written consent of the Authority, this Agreement shall be voidable, at the election of the Authority.

17. Jurisdiction and Venue

This Agreement, and the transaction to which it relates, will be governed by and construed and enforced in accordance with the law of the Commonwealth of Massachusetts. Any claim or legal action by one party against the other shall be commenced and maintained in any state or federal court located in Massachusetts and both parties hereby submit to the jurisdiction and venue of any such court.

_____, ____/____/____
Name Date

IN CONSIDERATION OF RETAILER PARTICIPATING IN THE RETAIL SALES PROGRAM, RETAILER HEREBY ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE TERMS OF THE FORGOING AGREEMENT.

Please Print or Type:

Authorized Retailer Name

Title

Authorized Retailer Signature

Will Kingkade
Deputy Chief, Fare
Revenue

Business Name

Massachusetts Bay Transportation Authority

Business Address

City: _____, State ____ Zip _____

MAIL TO:

MBTA
Attn: Retail Sales Program
10 Park Plaza, Suite 4730
Boston, MA 02116

I acknowledge I have signed this document and agree to be bound by the terms within.

Please remember to use blue ink and to mail in
(2) signed originals of this Agreement.

EXHIBIT 1 – Fare Products Pricing Chart, 2021

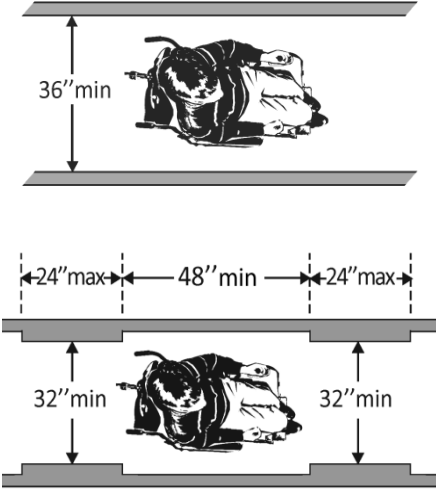
CORE SYSTEM (Bus, Subway, Greenline)				MONTHLY PASS CORE SYSTEM		DAY PASS	
Product	Cash/CharlieTicket	CharlieCard	Reduced Fare	Pass Type	Price	Pass Type	Price
Local Bus	\$1.70	\$1.70	\$0.85	Local Bus	\$55.00	1-Day Link	\$12.75
Subway	\$2.40	\$2.40	\$1.10	Subway	\$90.00	7-Day Link	\$22.50
Local Bus & Subway	\$2.40	\$2.40	\$1.10	Inner Express Bus	\$136.00	THE RIDE	
Inner Express Bus	\$4.25	\$4.25	\$2.10	Outer Express Bus	\$168.00		
Outer Express Bus	\$5.25	\$5.25	\$2.60	SR/TAP Link Pass	\$30.00	Base	\$3.30
* Reduced fares available on Reduced fare CharlieCards				Student Link (7 Day)	\$30.00	Premium	\$5.60
				Youth Pass	\$30.00		

COMMUTER RAIL										SOLD VIA M-TICKET ONLY	
Zone Product	One Way Full Fare	Round Trip Full Fare	One Way Reduced	Round Trip Reduced	On Board Full Fare Peak	On Board Reduced Fare Peak	10 Ride Full Fare-DISABLED	10 Ride Reduced	Monthly Pass	mTicket Monthly Pass	10 Ride Full Fare
Zone 1A	\$2.40	\$4.80	\$1.10	\$2.20	\$5.40	\$4.10	\$24.00	\$11.00	\$90.00	N/A	\$24.00
Zone 1	\$6.50	\$13.00	\$3.25	\$6.50	\$9.50	\$6.25	\$65.00	\$32.50	\$214.00	\$204.00	\$65.00
Zone 2	\$7.00	\$14.00	\$3.50	\$7.00	\$10.00	\$6.50	\$70.00	\$35.00	\$232.00	\$222.00	\$70.00
Zone 3	\$8.00	\$16.00	\$4.00	\$8.00	\$11.00	\$7.00	\$80.00	\$40.00	\$261.00	\$251.00	\$80.00
Zone 4	\$8.75	\$17.50	\$4.25	\$8.50	\$11.75	\$7.25	\$87.50	\$42.50	\$281.00	\$271.00	\$87.50
Zone 5	\$9.75	\$19.50	\$4.75	\$9.50	\$12.75	\$7.75	\$97.50	\$47.50	\$311.00	\$301.00	\$97.50
Zone 6	\$10.50	\$21.00	\$5.25	\$10.50	\$13.50	\$8.25	\$105.00	\$52.50	\$340.00	\$330.00	\$105.00
Zone 7	\$11.00	\$22.00	\$5.50	\$11.00	\$14.00	\$8.50	\$110.00	\$55.00	\$360.00	\$350.00	\$110.00
Zone 8	\$12.25	\$24.50	\$6.00	\$12.00	\$15.25	\$9.00	\$122.50	\$60.00	\$388.00	\$378.00	\$122.50
Zone 9	\$12.75	\$25.50	\$6.25	\$12.50	\$15.75	\$9.25	\$127.50	\$62.50	\$406.00	\$396.00	\$127.50
Zone 10	\$13.25	\$26.50	\$6.50	\$13.00	\$16.25	\$9.50	\$132.50	\$65.00	\$426.00	\$416.00	\$132.50
Interzone 1	\$2.75	\$5.50	\$1.25	\$2.50	\$5.75	\$4.25	N/A	N/A	\$90.00	\$80.00	N/A
Interzone 2	\$3.25	\$6.50	\$1.50	\$3.00	\$6.25	\$4.50	N/A	N/A	\$110.00	\$100.00	N/A
Interzone 3	\$3.50	\$7.00	\$1.75	\$3.50	\$6.50	\$4.75	N/A	N/A	\$120.00	\$110.00	N/A
Interzone 4	\$4.25	\$8.50	\$2.00	\$4.00	\$7.25	\$5.00	N/A	N/A	\$139.00	\$129.00	N/A
Interzone 5	\$4.75	\$9.50	\$2.25	\$4.50	\$7.75	\$5.25	N/A	N/A	\$158.00	\$148.00	N/A
Interzone 6	\$5.25	\$10.50	\$2.50	\$5.00	\$8.25	\$5.50	N/A	N/A	\$178.00	\$168.00	N/A
Interzone 7	\$5.75	\$11.50	\$2.75	\$5.50	\$8.75	\$5.75	N/A	N/A	\$196.00	\$186.00	N/A
Interzone 8	\$6.25	\$12.50	\$3.00	\$6.00	\$9.25	\$6.00	N/A	N/A	\$216.00	\$206.00	N/A
Interzone 9	\$6.75	\$13.50	\$3.25	\$6.50	\$9.75	\$6.25	N/A	N/A	\$237.00	\$227.00	N/A
Interzone 10	\$7.25	\$14.50	\$3.50	\$7.00	\$10.25	\$6.50	N/A	N/A	\$257.00	\$247.00	N/A
Commuter Boat	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$329.00	\$319.00	N/A

EXHIBIT 2 - KEY ACCESSIBILITY CRITERIA FOR PARTICIPATION IN RETAIL RELOAD NETWORK

Under the American with Disabilities Act (ADA), existing businesses and non-profit facilities are subject to a number of design requirements and are expected to fix any barriers that are “readily achievable”. Businesses can benefit from tools such as the “ADA Checklist for Existing Facilities” developed by the Institute for Human Centered Design. The full checklist is available online at <http://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf>

For entry into the MBTA Retail Reload Network, all businesses must self-certify compliance with the following questions found within the checklist will not be eligible to participate in the retail network without express permission from the MBTA.

#	Question	Survey Result	Illustrations	Potential Solutions
1.1	Is there at least one route from site arrival points (parking, passenger loading zones, public sidewalks and public transportation stops) that does not require the use of stairs? [See 2010 ADA Standards for Accessible Design – 206.2.1]	☐ Yes ☐ No If yes, location of route:		• Add a ramp • Regrade to 1:20 maximum slope • Add a lift if site constraints prevent other solutions
1.13	Is the route stable, firm and slip-resistant? [302.1]	☐ Yes ☐ No		• Repair uneven paving • Fill small bumps and breaks with patches • Replace gravel with asphalt or othersurface
1.14	Is the route at least 36 inches wide? [403.5.1] Note: The accessible route can narrow to 32 inches min. for a max. of 24 inches. These narrower portions of the route must be at least 48 inches from each other.	☐ Yes ☐ No Measurement:	 The diagram consists of two parts. The top part shows a person in a wheelchair on a path that is at least 36 inches wide, indicated by a vertical double-headed arrow labeled '36"min'. The bottom part shows a path with two narrower sections, each at least 32 inches wide, indicated by vertical double-headed arrows labeled '32"min'. The narrow sections are limited to a maximum of 24 inches in width, indicated by horizontal double-headed arrows labeled '24"max'. The sections are separated by a section that is at least 48 inches wide, indicated by a horizontal double-headed arrow labeled '48"min'.	• Change or move landscaping, furnishings or other items • Widen route

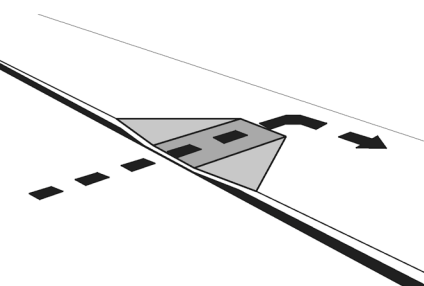
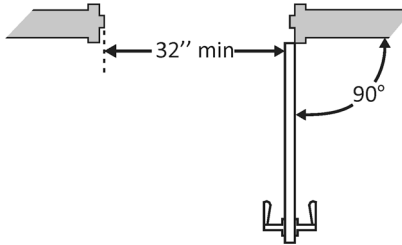
1.19	If the accessible route crosses a curb, is there a curb ramp? [402.2]	☐ Yes ☐ No ☐ N/A		• Install curb ramp
1.37	Is the main entrance accessible?	☐ Yes ☐ No		• Redesign to make it accessible
1.38	If the main entrance is not accessible, is there an alternative accessible entrance? Can the alternative accessible entrance be used independently and during the same hours as the main entrance?	☐ Yes ☐ No ☐ N/A ☐ Yes ☐ No ☐ N/A		• Designate an entrance and make it accessible • Ensure that accessible entrance can be used independently and during the same hours as the main entrance
1.41	Is the clear opening width of the accessible entrance door at least 32 inches, between the face of the door and the stop, when the door is open 90 degrees? [404.2.3]	☐ Yes ☐ No Measurement:		• Alter door • Install offset hinges

EXHIBIT 3 - INSURANCE REQUIREMENTS

Commercial General Liability Insurance with limits of \$ 1,000,000 per occurrence.

Commercial general liability insurance covering all operations by or on behalf of the Systems Integrator on an occurrence basis against claims for bodily injury, property damage (including loss of use), personal injury and advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- A. Property/Theft/Dishonesty/Crime Insurance in an amount no less than \$10,000. At a minimum, the contractor must insure the following loss exposures:
 - 1. Fire or theft from or at RETAILER'S premises.
 - 2. Theft or loss in transit.
 - 3. Dishonesty on the part of RETAILER or RETAILER'S employees.
- B. The above-required insurance policies must name the MBTA as an additional insured, as their interest may appear, in the Fare Media Sales Agreement. Such insurance shall be primary and non-contributory to any insurance or self-insurance carried and maintained by the MBTA.
- C. The RETAILER must provide the MBTA with Certificates of Insurance evidencing that the above required insurance policies are in place during the contract period, and evidencing further that the MBTA is an additional insured under each of the above insurance policies as their interests may appear in the Fare Media Sales Agreement.
- D. Attach to this Agreement.

EXHIBIT 4 – List of Participating Stores

Add to this list by photocopying this page, filling it in and attaching to this agreement.

Please PRINT neatly in ink.

Participant: Store/Branch/Franchise	
Retail Store Name/Store #:	
Contact Name:	
Title:	
Address:	
City/Town, State & Zip:	
Business Phone Number:	
Other Phone:	
E-Mail Address:	
Bank Name:	
Account Holder's Name:	
Routing Number (9 digits):	
Account Number:	
Account Type:	☐ Checking ☐ Savings

Participant: Store/Branch/Franchise	
Retail Store Name/Store #:	
Contact Name:	
Title:	
Address:	
City/Town, State & Zip:	
Business Phone Number:	
Other Phone:	
E-Mail Address:	
Bank Name:	
Account Holder's Name:	
Routing Number (9 digits):	
Account Number:	
Account Type:	☐ Checking ☐ Savings

Participant: Store/Branch/Franchise	
Retail Store Name/Store #:	
Contact Name:	
Title:	
Address:	
City/Town, State & Zip:	
Business Phone Number:	
Other Phone:	
E-Mail Address:	
Bank Name:	
Account Holder's Name:	
Routing Number (9 digits):	
Account Number:	
Account Type:	☐ Checking ☐ Savings

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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.

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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

¹ 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.

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

³ You 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.

⁴ List 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*, earlier.

***Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.