



Grand Traverse Band of Ottawa and Chippewa Indians

Housing Department III
2605 N West Bay Shore Drive
Peshawbestown MI 49682

Office: (231) 534-7800

Fax: (231) 534-7025



NAHASDA Rental Subsidy Assistance

Dear Applicant,

Before you submit your request for Rental Assistance or Security Deposit Assistance, we suggest that you review the following checklist to be sure that you have submitted copies of all necessary documents. This will help ensure consideration as a complete application.

- Rental/Deposit Assistance Application.
- The most current income check stub(s) for all family members within the household.
- The most current tax returns/W-2's for all family members within the household.
- Social security cards for all adult family members within the household.
- Tribal ID cards.
- All other applicable forms of income for all family members within the household, which may include but is not limited to, child support, unemployment, social security, or pension benefits.
- Authorization for Release of Information.
- Subsidy and/or Deposit Contract signed by all parties.
- W-9 signed and completed by Landlord.
- Rental agreement/lease.

Sincerely,

GTB Housing

****APPLICATION IS NOT COMPLETE UNTIL ALL ABOVE ITEMS ARE RECEIVED AT WHICH TIME APPLICATION WILL BE DATE & TIME STAMPED AND SIGNED BY HOUSING STAFF.****

D. Income Information

Please provide all proof of income for the applicant and all permanent family members at least 18 years of age who are listed under Section C and have earned income. Copies of income tax returns, W-2 forms, Per Capita, Trust fund distributions, wage/check stubs, social security award letters, etc. **must** be attached for verification.

NAME	INCOME	SOURCE

Monthly rent rate must be affordable and cannot exceed monthly income.

E. Applicant Certification

Read this certification carefully before you sign and date your application in ink.

I certify that all of the information given on this application is true, complete and correct to the best of my knowledge and belief, and they are made in good faith. This certification is made with the knowledge that the information will be used to determine eligibility to receive financial assistance. I further understand that misrepresentation of facts constitutes fraud and could render me ineligible for financial assistance.

Applicant's Signature _____

Date _____

Spouse's Signature (if applicable) _____

Date _____

TO BE COMPLETE BY HOUSING OFFICE STAFF ONLY

- PROOF OF ALL CURRENT INCOME
- TRIBAL ID (ALL APPLICABLE)
- SOCIAL SECURITY CARDS (ALL ADULTS)

- AUTHORIZATION
- RENTAL AGREEMENT/LEASE

DATE: _____

TIME: _____

APPLICATION COMPLETE AND ACCEPTED.	VERIFIED BY: _____ STAFF SIGNATURE	APPLICANT INITIAL
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AUTHORIZATION FOR RELEASE OF INFORMATION

PURPOSE: The Grand Traverse Band Housing Department may use this Authorization and the information obtained with it to administer and enforce Tribal and Federally subsidized Housing program rules and policies.

PROGRAMS COVERED:

1. Rental Housing (Single Family, NAHASDA Elderly, Section 515)
2. Homeownership Programs (Mutual Help & Tax Credit)
3. Rental Assistance (Formerly Section 8/Voucher)
4. HUD Section 202 Elderly Rental
5. Emergency Housing Shelter
6. Housing Department Loan Programs
7. Federal Loan & Loan Guarantee Programs (VA, HUD Sec 184, Rural Development Section 502, 504 & RNAP)
8. Down Payment Assistance Program

AUTHORIZATION: I, authorize the release of any information, including documentation and other material pertinent to eligibility for participation under any of the above named programs. Additionally, I authorize the Grand Traverse Band Housing Department to obtain information about me or my family that is pertinent to eligibility for participation in any of the above named programs.

INFORMATION COVERED: Inquires may be made and information provided on the following:

W-2 Payments	G.A.P. Payments	Federal, State, Tribal or Local Benefits
Credit History	Criminal Activity	Family Composition
Medical Expenses	Identify Martial Status	Employment, Pensions and Assets
Social Security Numbers	Child Care Payments	Handicapped Assistance Expenses
Residents Rental History	Unemployment Compensation	Wages
Loan Paperwork (all types)	Mortgage Loan Approvals	Foreclosure Notices (on Loans)
Delinquency Notices (on Loans, Rent, Utilities, etc.)		

INDIVIDUALS OR ORGANIZATIONS THAT MAY RELEASE INFORMATION: Any individual or organization, including any governmental organization, may be asked to release information. Examples of such agencies/organizations are:

Financial Institutions (all types)	Welfare Agencies
Tribal/County/State/Federal Courts	Law Enforcement Agencies
Credit Bureaus	Employers (Past/Present)
Landlord(s) (Past/Present)	Schools and Colleges
U.S. Social Security Administration	U.S. Dept. of Veterans Affairs
Utility Companies	U.S. Dept. of HUD
Bureau of Indian Affairs (BIA)	U.S. Dept. of AG, Rural Dev.

PROVIDERS OF:

Alimony, child care, credit, child support, medical care, handicapped assistance, Pension, Annuities

CONDITIONS: I, agree that photocopies of this authorization may be used for the purpose stated above. I also understand that if I do not sign this authorization for the release of information, I can be denied eligibility for Tribal and/or Federal Housing Assistance.

(Head of Household Signature)	_____/_____/_____ (Social Security Number)	_____ (Date)
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(Spouse / Friend / Significant Other Signature)	_____/_____/_____ (Social Security Number)	_____ (Date)
---	---	-----------------

(Other Household Member - over 18 years of age -Signature)	_____/_____/_____ (Social Security Number)	_____ (Date)
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(Other Household Member - over 18 years of age -Signature)	_____/_____/_____ (Social Security Number)	_____ (Date)
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RENTAL SUBSIDY ASSISTANCE CONTRACT

I, _____, Landlord, hereby agree to rent to:

Tenant(s) Name: _____ for the premises located at:

Street Address City Zip

Beginning the ____ day of _____, 20____

Lease terms must be for 6 months or longer. No monthly rentals permitted.

Term of Lease: 6 months 1 year Other _____ (please specify term length)

Utilities Included? Yes No

Be in agreement that the initial rent the tenant(s) will pay the landlord(s) is an amount of:

Monthly Rental \$ _____

And a like sum monthly amount on the ____ day of each month. During the initial lease term the owner/landlord may not raise the rent to tenant.

Be in agreement that this contract of Rental Assistance commences on the first day of the initial lease term. At the beginning of the contract term, the amount of assistance payment by the GTB Housing Department to the owner/landlord is:

Monthly Rental Assistance Payment \$ _____
(To be filled in with final amount by GTB Housing)

Payment will be made directly to owner/landlord The amount of the monthly rental assistance payment by the GTB Housing Department to the owner/landlord is subject to change during the Rental Assistance Payment contract term in accordance with the GTB Housing Department Rental Assistance Policy. GTB Housing Department will notify owner/landlord and tenant of any proposed changes at least sixty (60) days prior to the proposed effective date.

As owner/landlord I agree to adhere to the following obligations:

1. The owner/landlord is responsible for contacting references to determine the participants' suitability as a renter.

2. The owner/landlord must provide GTB Housing with a signed approved copy of the lease.
3. The owner/landlord is responsible for compliance issues concerning any and all conditions of the lease.
4. The owner/landlord is responsible for providing GTB Housing with a copy of any eviction or lease termination.
5. The owner/landlord must notify GTB Housing if any participant vacates the unit.
6. The owner/landlord must provide GTB Housing with a copy for approval of any changes to the lease during the tenancy of a participant of this program.
7. The owner/landlord must provide GTB Housing with a completed W-9.

GTB Housing Department is not a party to the lease and assumes no responsibility in its enforcement.

Tenant: _____ Date: _____
 (signature of applicant)

Landlord(s): _____ Date: _____
 (signature of landlord)

 Address of Landlord

 City State Zip

Telephone Number: _____

GTB: _____ Date: _____
 Authorized GTB Housing Staff Signature



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Rental Subsidy Assistance Policy

The purpose of this policy is to allow GTB Housing to administer a federally funded Rental Assistance Program that provides rent subsidies for income qualified working families, Elders and disabled Tribal members. This is a tenant based program where the tenant is subsidized not the rental unit. The family must find their own housing. This allows the family to select a rental unit that meets their needs and the program requirements. The rental unit must pass a Housing Quality Standards inspection performed by the GTB Housing Maintenance Supervisor prior to leasing.

Eligibility for Rental Subsidy Assistance

A. In order to be eligible for rental assistance, applicants must meet all of the below conditions:

1. Be an enrolled Tribal member of the Grand Traverse Band;
2. Be eighteen (18) years of age or older;
3. Reside in one (1) of the following counties: Leelanau, Grand Traverse, Antrim, Charlevoix, Benzie, or Manistee;
4. Qualify as a low income family, defined as a family whose income does not exceed 80% of the median income, as published annually by Office of Housing and Urban Development (HUD);
5. Live in a space that requires rental payment. For example; apartment, mobile home park, town house, etc. Rental assistance will not be offered for assistance with mortgage payments, lot rent (of participant owned/mortgaged home) or when renting an individual room;
6. Not be delinquent on their rent at the time assistance is offered;
7. Have a completed and accurate application on file in the Housing Department office, including all requested information for each family member living within the household. The applicant is responsible for making corrections or updating the application as necessary. A completed application will include;
 - a) Rental Assistance application;
 - b) The most current income check stub(s) for all family members within the household;

- c) The most current tax returns/W2's for all family members within the household;
 - d) Social Security cards for all adult family members within the household;
 - e) All other applicable forms of income for all family members within the household, which may include but is not limited to, child support, trust fund distributions, unemployment, social security or pension benefits;
 - f) Rental agreement/lease;
 - g) Authorization for release of information; and
 - h) Any other documents deemed necessary by the Housing Department.
8. The rental space must be up to code as determined by the GTB Housing Department Maintenance Supervisor who will complete the inspection of the unit.

Criteria for Dispensing Benefits/Available Benefits

- A. The applicant is eligible to receive **up to** \$250.00 per month for rental assistance.
- B. Rental assistance may be provided for a maximum of six months in a two-year period.
- C. Applicants who receive benefits and become ineligible due to receiving the maximum six months of benefits are eligible to re-apply two (2) years after date of initial application.
- D. An applicant may not receive rental assistance while receiving the benefit of any other form of housing subsidy for the same dwelling unit.
- E. Applicants that owe monies to the Grand Traverse Band Housing Department are not eligible for Rental Subsidy Assistance until the balance is paid in full.
- F. Calculation of Tenant Rent
 - 1. Rent is based on anticipated income for a 6-month period.
 - 2. Total Tenant Payment is based on 30% of the monthly-adjusted income.
 - 3. GTB Housing will not pay rental assistance in excess of current Fair Market Rent. This will be the family's responsibility.
 - 4. Determining the Tenant Rent: When the participants Total Tenant Payment is determined the GTB Housing Department determines the portion of the rent the participant is responsible for, or the amount payable by the participant to the owner/landlord by the following method:

- a) Where some or all utilities are not supplied by the owner/landlord, and their cost is not included in the amount paid as rent, the rent payable to the owner/landlord is reduced by the amount of the Utility Allowance. The Utility allowance is \$100.00 for a one-bedroom unit with a \$20.00 increase for each bedroom ie: \$120.00 for a two-bedroom unit, \$140.00 for a three-bedroom unit, etc. This will be reviewed annually;
- b) Calculating the family's gross annual income;
- c) Subtract any deductions to get an adjusted annual income;
- d) Divide adjusted annual income by 12 to calculate to adjusted monthly income;
- e) Multiply the adjusted monthly income by 30% to determine the Tenant's Total Payment;
- f) Determine which is lower, Fair Market Rent or Actual Rent;
- g) Subtract Tenant's Total Payment from the lower of (e) to determine the amount of Rental Assistance paid.

5. Recalculation of rent can occur anytime during the 6 month period by request of the applicant.

G. The maximum payment per month will be determined by the current year published Fair Market rents by county or \$250.00, whichever is lower.

H. All payments will be mailed directly to the landlord.

Eligibility Recertification

A. Procedures for reexamination will be as follows:

1. After three months, a review of the applicants' payment history will be made to ensure that the applicant's portion of the rental payment is current.
2. Each participant must furnish the GTB Housing Department information about amounts and sources of all income, family size and changes in family circumstances as they occur.
3. The participant must also execute a release consent form for verification of any and all income and assets.
4. The information given by the participant will be recorded on an approved form and certified to be complete and correct by the participant.

5. Actions such as changes in determination of monthly subsidy payments will be noted with proposed dates of action.
 6. GTB Housing Department will notify the participant and their owner/landlord of the proposed changes at least thirty (30) days prior to the proposed effective date.
 7. The notices will state the basis for the determination of your rental subsidy.
- B. All participants who are over income for the program at the time of recertification will be given thirty (30) days notice of termination of Rental Assistance Payments. The owner/landlord will also receive a copy of this notice.
- C. Applicants may re-apply at any time if they have not received the maximum six months benefit.

Occupancy Standards

- A. The following standards will be used as a guide when determining the number of bedrooms required for accommodating a family of a given size except that such standards may be waived if the participant can verify that this is the only appropriate home available.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10

- ❖ The maximum number of people may be increased by one to permit an infant to share the parents' bedroom.

Application file

- A. The Housing Department will maintain a file for each family completing an application. All information supplied by the applicant, verification of information and all relevant correspondence with the applicant, will be contained in the file. All applications will be kept confidential and available only to the Housing Department staff. Files will be placed in one (1) of three (3) categories.
 1. Eligible - This file contains applications that have met initial eligibility requirements and has been approved for rental assistance. Applicants who are deemed eligible will be notified in writing and begin program procedures.
 2. Ineligible - This file contains applications that have not met initial eligibility requirements and have been determined to be ineligible for rental assistance. Applicants who are deemed ineligible for assistance will be notified in writing and given the reason for denial of services.
 3. Incomplete/Pending - This file contains applications, which have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified in writing and given an opportunity to submit the missing information.

Payments – Execution of Agreements for Assistance

- A. Once the lease and the unit have been approved, GTB Housing will sign a contract with the owner/landlord for the assistance payment amount showing the effective date of payments and the amount of the monthly payment.
- B. If the participant moves into a unit during the month rather than at the beginning of the month, the assistance will be pro-rated for the remaining days left in the month and a check will be issued within 10 business days. The assistance payment will be made thereafter by the tenth day of each month. The participant is not responsible for the approved assistance payment made by GTB Housing.

Transfers

Transfers will not be allowed during the initial lease period unless both parties are willing to break the lease and there is good cause to break the lease as determined by GTB Housing.

Transfer requests after the initial lease period will be approved under the following conditions:

- A. The dwelling no longer meets Housing Quality Standards (not caused by the participant) and the owner/landlord refuses to make the necessary repairs.
- B. The participant needs a smaller or larger unit in accordance with the occupancy standards.

- C. The participant needs to relocate closer to work, school, medical facilities, or for safety reasons such as an act or threat of violence against the participant. Transfers for these reasons must be verified.
- D. The owner/landlord does not wish to renew the lease.

Approval of Leases

- A. All leases must be for terms of 6 months or longer. The owner/landlord is not required to continue with a 6 months or longer lease after the initial lease period and may opt to change to a month-to-month lease.
- B. Upon receipt of the proposed lease, GTB Housing will review it and determine if there are any unlawful provisions in the lease and that all the necessary provisions as defined in Section 207 of NAHASDA are included.
- C. If any unlawful provisions are found, GTB Housing will require the owner/landlord to strike the unlawful provisions. If the owner/Landlord is not willing to strike the unlawful provisions, the lease will be disapproved.
- D. If there is any necessary information missing from the lease in accordance with NAHASDA, GTB Housing will require the owner/landlord to put these items in writing as an addendum to the lease. If the owner/landlord refuses to add the necessary lease information, the lease will be disapproved.
- E. If the lease covers all necessary provisions required and is determined to have no unlawful provisions, GTB Housing will approve the lease.
- F. GTB Housing is not a party to the lease and assumes no responsibility in its enforcement.

Obligations

- A. Participant Obligations:
 - 1. When the participant's lease and unit are approved, the participant must sign an agreement to fulfill and abide by the required obligations for participation in the program as shown below. Any breach of the participant obligations is grounds for termination of assistance.
 - 2. The participant must:
 - a) Supply GTB Housing with any information that GTB Housing determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income.
 - b) Disclose and verify social security numbers for all adult household members.

- c) Supply any information requested by GTB Housing to verify the participant is living in the unit.
 - d) Notify GTB Housing and the owner/landlord in writing at least thirty (30) days prior to moving out of the unit or terminating the lease.
 - e) Use the assisted unit for residence by the participant only. The unit must be the participant's only residence.
 - f) Request GTB Housing and owner/landlord approval to add any other family members as occupants of the unit.
 - g) Give GTB Housing a copy of any eviction notice, or notice of lease termination.
 - h) Pay all utility bills and the portion of rent the participant is responsible for (if any).
3. The participant must not:
- a) Own or have any interest in the unit.
 - b) Commit any serious or repeated violation of the lease.
 - c) Commit fraud, bribery or any other corrupt criminal act in connection with the program
 - d) Participate, or attempt to participate in the possession, sale, manufacture or distribution of any controlled substance that would constitute a felony under the laws of the State of Michigan, regardless of where such offense occurs.
 - e) Engage in any violent criminal activity.
 - f) Sublease or let the unit or assign the lease or transfer the unit.
 - g) Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program.
 - h) Damage the unit or premises (other than normal wear and tear) or permit any guests to damage the unit or premises.

4. When the family breaks up:
 - a) If there are children who are Tribal members included in the household, the assistance will remain with the Tribal member parent who has custody and control of the children.
 - b) If children are split between the parents, the Tribal member parent will retain the assistance.
 - c) If there are no children in the household, the assistance will remain with the participant who signed the lease contract if he/she is a Tribal member.
 - d) Family members who are forced to leave as a result of being victimized by domestic violence will retain the assistance.

B. Owner Obligations: Prior to execution of the contract for assistance payment by GTB Housing to the owner/landlord on behalf of the participant, the owner/landlord must agree to the following obligations in the program and must sign a statement that they are willing to adhere to these obligations before the assistance can be approved.

1. The owner/landlord is responsible for contacting references to determine the participants' suitability as a renter.
2. The owner/landlord must provide GTB Housing with a signed approved copy of the lease.
3. The owner/landlord is responsible for compliance issues concerning any and all conditions of the lease.
4. The owner/landlord is responsible for providing GTB Housing with a copy of any eviction or lease termination.
5. The owner/landlord must notify GTB Housing if any participant vacates the unit.
6. The owner/landlord must provide GTB Housing with a copy for approval of any changes to the lease during the tenancy of a participant of this program.
7. The owner/landlord must provide GTB Housing with a completed W-9.

C. Grand Traverse Band Housing Department Obligations:

1. GTB Housing is responsible for conducting a background check to determine the participants' eligibility for the program.
2. GTB Housing is responsible for payment of the assistance amount to the owner/landlord each month by the tenth of each month.

3. GTB Housing is responsible for conducting an inspection prior to approval of the unit, and for special inspections if the participant reports that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the owner/landlord.
4. GTB Housing is responsible for conducting the initial income verification to determine eligibility and conducting recertification for continued eligibility of participants at least annually.
5. GTB Housing is responsible for providing notice to the owner/landlord and participant if assistance amounts change or cease.

Terminations

- A. Terminations by the owner/landlord: During the term of the lease the owner/landlord may not terminate tenancy except for:
 1. Serious or repeated violations of the terms of the lease.
 2. Violations of state, federal or local law that relate to occupancy or use of the unit.
 3. The owner/landlord desires to use the unit for personal use, or desires to sell or renovate the property.
 4. The owner/landlord may not terminate tenancy for non-payment of GTB Housing assistance payment.
 5. The owner/landlord must give the participant written notice of the grounds for the termination and provide a copy to GTB Housing, notice must be in conformation with local and state laws.
- B. Termination of Tenancy by the Participant
 1. The participant may terminate tenancy after the first initial term of the lease.
 2. Terminations during the first initial term of the lease are allowed only if the owner/landlord agrees to release the participant from the lease in writing and the participant meets the requirements for a transfer.
 3. The participant must provide the owner/landlord and GTB Housing with a copy of the notice of termination in accordance with the lease.
 4. The participant may also terminate the lease if the owner/landlord breaches the Housing Quality Standards and refuses to repair the unit after notification in writing of necessary repairs.
- C. GTB Housing may terminate assistance for violations of the following:

1. Any violation of participant obligations.
2. If the family participates, or attempt to participate in the possession, sale, manufacture or distribution of any controlled substance that would constitute a felony under the laws of the State of Michigan, regardless of where such offense occurs.
3. Engage in any violent criminal activity.
4. Failure to sign and submit verification documents for recertification.
5. If the participant moves out of the unit.
6. If the family breaks up.
7. If the owner/landlord fails to maintain the unit in accordance with Housing Quality Standards.
8. If available program funding is insufficient to support continued assistance for the participant.

Misrepresentations

- A. The participant is to be notified in writing of any misrepresentation revealed through the annual reexamination or other occurrences and of any corrective action required by law or Housing Policy.

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

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

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov/online/ss-5.pdf. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

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

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