

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1561548

Vendor Name: Samba Inc.

Invoice Number: SAMBA PERFORMANCE

Invoice Date: 11/02/18

PO Number:

Check Number: 0244276

Check Amount: \$ 1,600.00

Check Date: 11/07/2018

Department ID: 00394

Reviewer Name:

Voucher Number: V0541181

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

Mosher, Jill

From: Mosher, Jill
Sent: Friday, November 2, 2018 1:27 PM
To: Jerak, Susan
Cc: Caputo, Brian; Roberts, Ellen; Refakes, Eugene
Subject: Vendor Samba Inc.
Attachments: Service Contract Under 5000.docx

AP VERIFIED

11/12/18 - ROBERT MAREK

Accounts Payable received an approved Independent Contractor agreement for a vendor by the name of Samba Inc. After reviewing the IC Agreement Accounts Payable determined that the IC Agreement is not valid because Independent Contractor Agreements are only used for individuals. In this case Samba Inc. is a corporation per it's W-9 form. As a result, Accounts Payable cannot proceed with the vendor payment at this time. I reached out to Ellen Roberts for assistance as to the next steps that need to be taken.

- The department needs to complete the "Under \$5,000 Service Contract form" a copy of which is attached. There are fill-in fields that need to be completed by the department.
- Samba Inc. needs to provide documents to the College, such as a Certificate of Insurance. The contract is self-explanatory as to what is required and what needs to be done and by whom.
- Secure signatures on the contract from the Vendor and the College's Vice President of Administration & Treasurer Brian Caputo.

If you have any questions about the process, please contact me or Ellen Roberts. Once the contract is approved by all required parties, we can then proceed with payment. Please send me the original signed contract so we can scan and post the contract in ImageNow.

Let me know if you have any questions.

Jill Mosher

Jill Mosher
Accounts Payable

College of DuPage
425 Fawell Boulevard
Glen Ellyn, IL 60137
mosher@cod.edu
630-942-2293

Please process
paper check. *chk*

V541181
\$1600⁰⁰

Vendor ID
1561548

Also - please have
Student scan
this entire packet
so we have docu-
mentation as to
what/why happened.
file

1561548

11/07/2018

0244276

SAMBA PERF

V0541181

Hispanic Heritage Month

0180003945302001

1,600.00



1,600.00

0244276

PAY ONLY ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS

11/07/2018

\$*****1,600.00

Samba Inc.
D/B/A Chicago Samba
1929 Mitchell Place
Saint Louis MO 63139

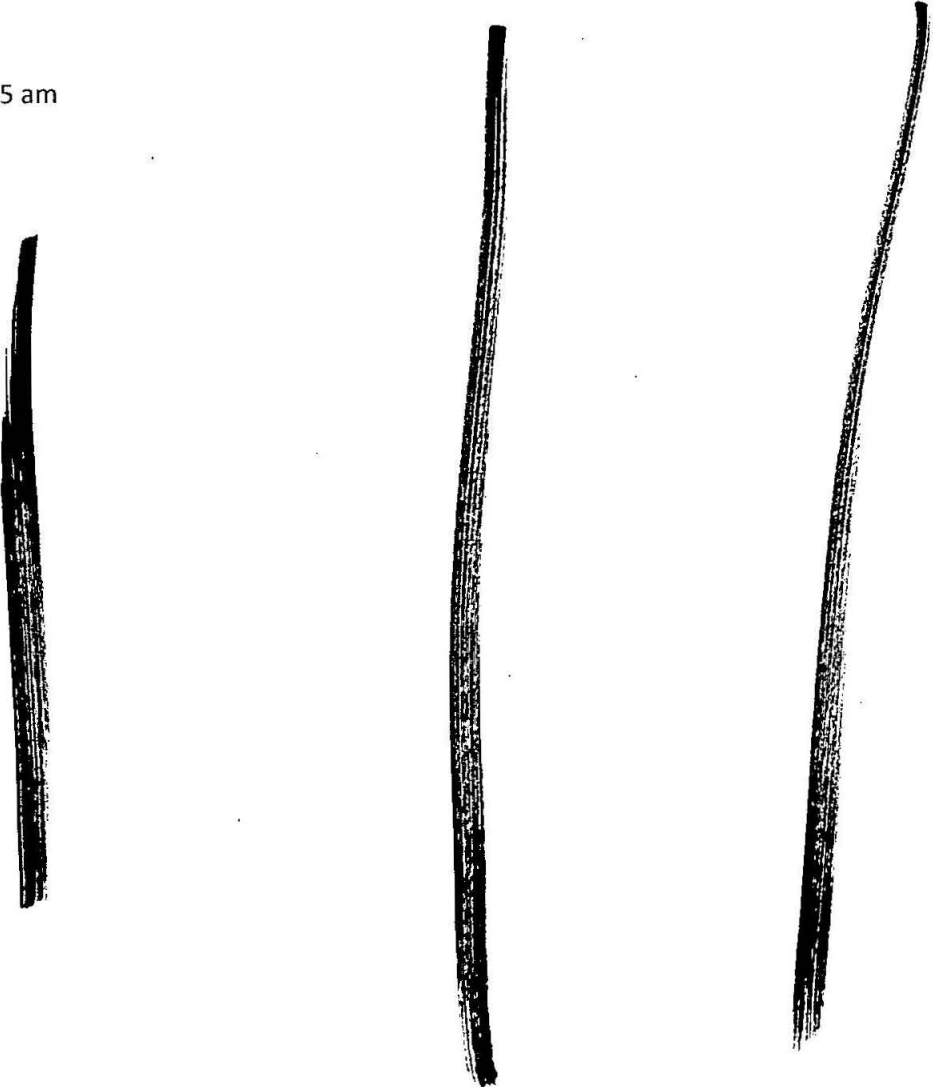
Mosher, Jill

From: Mosher, Jill
Sent: Wednesday, November 7, 2018 11:26 AM
To: Mosher, Jill
Subject: FW: SAMBA INC.

UPDATE:

On 11/1/18 Jill Mosher was presented with an executed Service Contract for this event. The signature page showed the vendor's signature with a date of 9/20/18 along with the signature of the College's Vice President/CFO dated 9/28/18. The requesting department completed a Service Contract along with an Independent Contractor Form. The department did not submit the service contract to Accounts Payable for processing; rather the department sent a signed and executed an Independent Contractor Agreement. Accounts Payable could no proceed with processing the payment due to the IC Agreement was made out to a Corporation and not an individual. The issue has since been rectified and payment is scheduled for the week of 11/5/18.

Mosher/11/7/18 11:25 am



Greenbusch, Heather

From: Roberts, Ellen
Sent: Thursday, September 27, 2018 1:40 PM
To: Greenbusch, Heather
Cc: Humphrey, Vera; Nieto, Nancy
Subject: FW: Samba performers
Attachments: Final Contract packet.pdf; Samba Inc Latino Outreach NN 9.27.18.pdf

Good afternoon, Heather –

The attached is ready for Brian's review and, if appropriate, signature.

Thank you,

Ellen

Ellen M. Roberts
Director, Business Affairs
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630-942-2233
roberts@cod.edu

From: Nieto, Nancy
Sent: Thursday, September 27, 2018 1:29 PM
To: Roberts, Ellen <roberts@cod.edu>
Subject: FW: Samba performers

Hi Ellen,

Attached.

--

Nancy Nieto
Administrative Assistant
Latino Outreach Center and Student Diversity Office
College of DuPage | Student Affairs
425 Fawell Blvd. | Glen Ellyn, IL 60137-6599 | SSC 2225
P: (630) 942-3539 | E: nieton108@cod.edu

From: Roberts, Ellen
Sent: Wednesday, September 26, 2018 11:33 AM
To: Nieto, Nancy <nieton108@cod.edu>
Subject: FW: Samba performers

Nancy,

V541181
APType IM
Vendor ID
1561548
\$1600

Can you please also provide the signed Contract Approval form, which can be found in the Forms Library on the Employee Portal?

Thank you,

Ellen

Ellen M. Roberts
Director, Business Affairs
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630-942-2233
roberts@cod.edu

From: Nieto, Nancy
Sent: Wednesday, September 26, 2018 10:30 AM
To: Roberts, Ellen <roberts@cod.edu>
Cc: Jimenez, Saraliz <jimenez@cod.edu>
Subject: FW: Samba performers

Good morning Ellen,

Attached you will find the new service contract template with their typed responses. Please let me know if you need anything else. Thank you!

--

Nancy Nieto
Administrative Assistant
Latino Outreach Center and Student Diversity Office
College of DuPage | Student Affairs
425 Fawell Blvd. | Glen Ellyn, IL 60137-6599 | SSC 2225
P: (630) 942-3539 | E: nieton108@cod.edu

From: Roberts, Ellen
Sent: Wednesday, September 26, 2018 7:13 AM
To: Nieto, Nancy <nieton108@cod.edu>; Jimenez, Miranda <jimenezm319@cod.edu>
Subject: FW: Samba performers

Good morning,

Since this is a legal document, it would be best to have a clean document. We have two choices: 1) You can complete the template provided in the Forms Library so that the specific language is not hand-written, just using the signature page attached, or 2) we can eliminate the service agreement and use the contract provided by Samba. Please let me know which you'd prefer. Feel free to contact me if you'd like to discuss.

Thank you,

Ellen

Ellen M. Roberts
Director, Business Affairs
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630-942-2233
roberts@cod.edu


From: Purchasing Proposals
Sent: Tuesday, September 25, 2018 3:28 PM
To: Roberts, Ellen <roberts@cod.edu>
Cc: Nieto, Nancy <nieton108@cod.edu>; Jimenez, Saraliz <jimene@cod.edu>
Subject: FW: Samba performers

Hello Ellen,

Enclosed contract for your review.

Thank you,

Jordan Towne
Purchasing Expeditor

 **College of DuPage**
425 Fawell Blvd. | BIC 1B03 | Glen Ellyn, IL 60137-6599 | USA
T: (630) 942.2576 | F: (630) 942.4201 | townej@cod.edu

🔗 [Click Here for current bids/Rfps!](#)
🔗 COD: Check out our [Team Site!](#)

From: Nieto, Nancy
Sent: Tuesday, September 25, 2018 3:16 PM
To: Purchasing Proposals <purchasing@cod.edu>
Cc: Jimenez, Saraliz <jimene@cod.edu>
Subject: Samba performers

Hello,

Attached is the service contract and waiver of liability from Samba Inc. for Hispanic Heritage Month on October 3. Thank you!

--

Nancy Nieto
Administrative Assistant
Latino Outreach Center and Student Diversity Office

College of DuPage | Student Affairs
425 Fawell Blvd. | Glen Ellyn, IL 60137-6599 | SSC 2225
P: (630) 942-3539 | E: nieton108@cod.edu



CONTRACT APPROVAL COVER SHEET

Contract Name: HISPANIC HERITAGE MONTH SAMBA PERFORMANCE
 Requesting Department: LATINO OUTREACH Date Initiated: 9/19/2018
 Contact Name: NANCY NIETO Phone: 3539
 Email Address: NIETON108@COD.EDU

Vendor Name: SAMBA INC Phone: 312-585-7775
 Vendor Contact: MOACYR MARCHINI Email: chicagosamba@gmail.com
 Total Contract: \$ 1600 Contract Dates: Start: 10/2/2018
 FY Budget \$ 14,000 End: 10/2/2018
 Vendor 1: Name SAMBA INC Quote: \$ 1600
 Vendor 2: Name _____ Quote: \$ _____
 Vendor 3: Name _____ Quote: \$ _____

Contract Purpose: *specialized performance for Hispanic Heritage month.*

Contract Type: ☐ Independent Contractor ☒ Service Agreement ☐ Lease
☐ Construction ☐ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☐ Yes ☒ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☒ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print

Sign

Requester: NANCY NIETO
 Budget Mgr.: SARALIZ JIMENEZ
 Dept. Adm.: SUE JERAK

[Signature]
Saraliz Jimenez
Sue Jerak

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to purchasing@cod.edu.

Comments: **REVIEWED**
 By E. Roberts at 1:36 pm, Sep 27, 2018
 Approval Initials: _____

CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at purchasing@cod.edu. Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☐ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☐ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to purchasingforms@cod.edu for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to purchasingforms@cod.edu.

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.



**SERVICE AGREEMENT ~ UNDER \$5000
BETWEEN COLLEGE OF DUPAGE AND Samba Inc**

This AGREEMENT ("Agreement") is entered into on 10/2/2018 by and between College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois ("College") having its main address at 425 Fawell Blvd., Glen Ellyn IL 60137 and Samba Inc ("Contractor") having an address at 1929 Mitchell Place, St. Louis, MO 63139.

The College and Contractor desire to enter into this Agreement, by which Contractor shall perform certain services in connection with the project, as described below. In consideration of the performance of services by Contractor and the payment for those services by the College, the parties agree as follows:

1. Scope of Services and Performance

As directed by the College, Contractor will provide Attached for the College in connection with this Agreement. Contractor will perform the services with the highest professional standards as practiced in a timely manner and in accordance with any project schedule described in the scope of services. The parties agree that time is of the essence with respect to Contractor's performance.

Contractor must promptly notify the College immediately in writing: (i) of any information required from the College so Contractor can complete their services in a timely manner and (ii) of any work requested by the College that is not included in the scope of services provided in this section.

Contractor will perform the services in accordance with all applicable laws, rules, regulations and applicable grants or contracts, including equal employment opportunity and import and export control laws and regulations. All documents, drawings, surveys, and reports (including those in electronic form) prepared by Contractor pursuant to this Agreement are the property of the College. The College will have the right to utilize such documents, drawings, surveys, and reports in the event the College expands the services, corrects any deficiencies, or makes any repairs or renovations to the services.

2. Payment

The College will pay Contractor for services properly performed under this Agreement the amounts set forth as the fees. The fees specified in the costs or itemized time and material rates along with any expenses represent the College's total financial commitment to Contractor for all services and deliverables, applicable taxes, and other obligations under this Agreement. The College is not subject to any sales or use taxes and such taxes will not be included in the fees charged by Contractor. The amount due to Contractor under this Agreement may not exceed \$1,600 without the College's prior written approval.

Contractor will provide invoices in a format acceptable to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act. In the event of termination by the College as hereinafter provided, Contractor will be paid for services properly rendered prior to termination as provided below. Reimbursement by the College of expenses and expendables incurred by Contractor will be limited to the fees defined in this section.

3. Term

The term of this Agreement is from 9/20/2018 to 10/2/2018 unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory of the College of DuPage.

4. Indemnification

To the fullest extent allowed by law, Contractor will indemnify and hold the College, its trustees, officers, agents, employees and any other parties designated by the College (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Contractor of its duties and obligations under or pursuant to this Agreement.

5. Insurance

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' Compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

1. Premises – Operations
2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

\$1,000,000 / \$2,000,000

Automobile Liability

Owned, Non-owned, or Rented

\$1,000,000 / \$2,000,000

Workers' Compensation and Employers' Liability

As Required by Applicable Laws.

Professional Liability

If Performance Specifications are
Required by the Contract

6. Termination

The College may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated pursuant to this paragraph, Contractor will be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the College. The College will have no liability to the Contractor beyond the date of termination. Further, if the Agreement is terminated for cause, the College will be entitled to all direct, indirect, and consequential damages arising from the breach of Agreement prompting the termination.

7. Compliance with Laws

Contractor shall observe and comply with all State of Illinois, local, and federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use, including but not limited to the College of DuPage.

- a. Human Rights Act: To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*
- b. Drug Free Workplace: To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act, 30 ILCS 580.1 *et seq.*
- c. Sexual Harassment Policy: Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105.
- d. Equal Employment Opportunity: Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor services, or denied employment opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.
- e. Fair Employment Practice: Contractor represents it is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- f. Prevailing Wage Act: To the extent required by law, Contractor may not pay less than the prevailing wage as established pursuant to an Act regulating the wages of laborers, mechanics, and other workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
- g. Non-debarment: Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*

8. Entire Agreement

This Agreement represents the entire agreement between Contractor and the College and supersedes all prior negotiations or agreements, written or oral. This Agreement may only be amended by written instrument executed by the College and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any disputes arising under or in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

Page 3 of 5

10. No Assignment by Contractor

Contractor may not, by operation of law, merger, or otherwise, assign any of its rights, agreements, or obligations under this Agreement without the prior written consent of the College. Any purported assignment by Contractor without the prior written consent of the College shall be null and void and shall not bind the College. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

11. Severability and Non-Waiver

If any provision of this Agreement is found to be unenforceable, the other provisions of this Agreement shall not be affected but shall remain in full force and effect. No waiver by either party of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party.

12. Conflicts of Interest

Contractor represents that it, to the best of its knowledge, has no relationship or ownership interest and will not acquire any interest, direct or indirect, in any enterprise, which would conflict in any manner or degree with the performance of the services under this Agreement. Contractor further represents that it has no known and undisclosed familial relationship (as currently defined under applicable College policies) with any College of DuPage Administrator, Employee, Trustee, Committee member, or College of DuPage Foundation Board Member.

Signature Page Follows

Signature Page

This Agreement has been executed the day and year provided below.

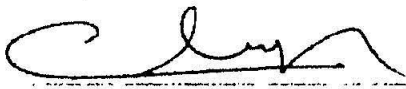
CONTRACTOR:

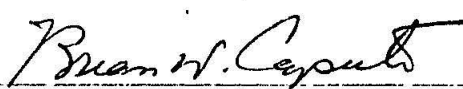
COLLEGE OF DUPAGE

Vendor Name chicago SAMBA

MOACYR Marchini - Director
Print Name/Title

Vice President, Administration & Treasurer


Signature:


Signature:

45-3918789
Tax ID or FEIN

Brian W. Caputo, Ph.D., C.P.A.
Vice President/CFO
Administrative Affairs

9/20/2018
Date:

9/28/18
Date:

P.S. MAKE checks out to:
SAMBA INC

Adm. Initiative 1, 2000
New Professional
Ed. W. Caputo, Ph.D., C.S.A.



Input list:

***T=Tommaso**

Drum-set 5 piece traditional, 1 ride, 1 crash.

Mics needed - 1 for hi-hat, 1 snare mic, 1 over-head for cymbals, 1 for Bass- drum. T1, T2, T3, T4 = SM 57. For Bass-drum T5 = Beta 52 .

***M-Marcel**

Electrical bass guitar + Electricity

M1 = DI box

***H=Hana**

Electrical Key-board + Electricity

H1 = DI box

***P=Priscila**

Vocal P1 = Cordless

Singer will bring her own microphone.

***M=Moacyr**

Acoustic Guitar = Di Box

M1 = Vocal Microphone

M2,3 = 2 Percussion microphones.

***E=Edilson**

Vocal E1 = Cordless

Dance instructor.



Stage Plot:



* **T=Tommaso** (Drum set)



* **M=Marcel** (Bass Guitar)

Monitor 

 Monitor

* **H=Hana** (Keys)

* **M=Moacyr** (Guitar – Di box)

(1 Vocal + 2 percussion mics)

Monitor 

* **P=Priscila** (Vocals)

 Monitor

AUDIENCE

AUDIENCE

AUDIENCE

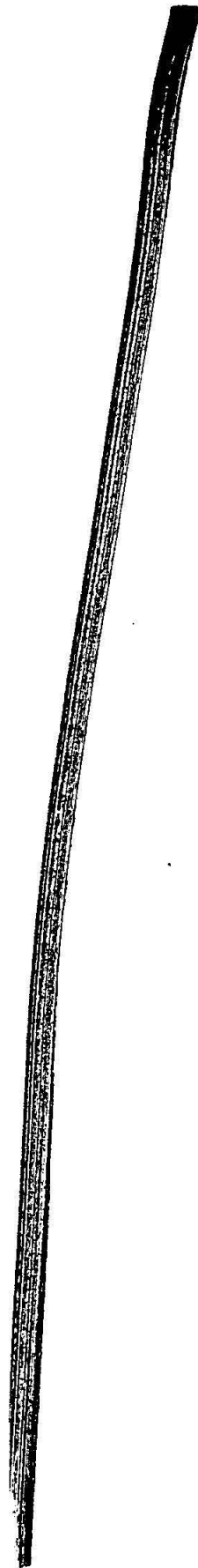
Stage Plot - For more information please call: **Mo Marchini** - Cellular (314) 477-6226
Email: moacyr@hotmail.com

Monitor Mixes: Vocal dominant with a mix between Bass, Key-board and Guitar for harmonic Progression. Put the bass-drum and the hi-hat in to provide rhythmic support.
Lowest volumes - Percussion

PA system:

- Minimum of 16 channels, speaker system with subs
- 7 speakers for stage monitors,
- 4 independent mixers for stage monitoring is ideal, but not mandatory
- Power amps to drive all speaker systems
- Sound technician to operate the system.
- All mic boom stands please.

- The set up will be in a **"half moon"** shape, with space for the dancers in the middle of the stage.
- Singer will use the 2 sides monitors.
- The dance instructor will teaching a dance lesson, please include a **cordless mic + CD player+ 1/8" plug.**



Nieto, Nancy

From: Moacyr Marchini <moacyr@hotmail.com>
Sent: Thursday, September 20, 2018 3:41 PM
To: Moacyr Samba; Jimenez, Saraliz; Nieto, Nancy
Subject: Re: CS-Contract - DuPage College - 10.02.2018
Attachments: CS a Contract - DuPage 10.02.2018.pdf; CS b Contract - DuPage 10.02.2018.pdf

Updated information at page 1 & 2.

From: Moacyr Marchini <moacyr@hotmail.com>
Sent: Thursday, September 20, 2018 3:14:46 PM
To: Moacyr Samba; jimene@cod.edu; Nancy
Subject: CS-Contract - DuPage College - 10.02.2018

Hello Saraliz.

This is Moacyr Marchini from Chicago Samba, Brazilian music & dance.
As per our e-mail/phone communication I am sending you a contract for the music performance with dancers at DuPage College.
Please let me know if any change needs to be made for this contract.
Sincerely,

Mo Marchini

Contract for Saraliz Jimenez - Latino Outreach Center.

Please, sign this contract and send {email or mail} one copy back to my email address.

This Agreement is for the personal services of musicians & dancers, made this Tuesday, September 18, 2018, between the undersigned, **Saraliz Jimenez** - Latino Outreach Center, (hereinafter referred to as Purchaser), and the Chicago Samba, Brazilian Music. Leader: **Moacyr Marchini** (hereinafter referred to as Artist(s)).

Engagement:

- Event: Music performance with dancers at DuPage College.
- Venue: DuPage College's Atrium
- Venue's address: 425 Fawell Blvd, Glen Ellyn, IL - 60137
- Contact person: Saraliz Jimenez - Latino Outreach Center
- Email address: jimene@cod.edu
- Phone number: 630-942-3039

- Date: Tuesday, October 02, 2018
- Times for the performance: Approximately 11:00am.
- Program: 2 sets of live Brazilian music of 45 minutes, with dancers in carnival costumes.
Group will play a variety of Brazilian styles.

Dancers, upon request, will teach the basic of samba steps for the audience.

- Number of guests/audiences: Approximately 50 people.
- Samba dancers in Carnaval costumes: 2 dancers in costumes (a couple).
- Number of musicians: Quintet (5 musicians).
- Dressing room: Client will provide a dressing room with a key.
- Parking: Client will provide 4 parking spaces for the Artist, or reimburse Artist for such an expense.
- PA sound system: Client will provide the sound system for the band's performance.
- Stage plot: Artist will provide a stage plot for the sound technician.

Responsibilities for the Artist:

- The Artist will provide live music and dancer for the event.

Responsibilities for the Purchaser:

- Purchaser will sign the contract.
- Purchaser will provide bottled water for the Artist.
- If, Purchaser prints any kind of advertising please refer to the group as "Chicago Samba" and whenever possible please print our link our web-page www.chicagosamba.com

BUDGET for the event.

Total = \$1,600.00

- *Please make all payments in the form of Checks.
- *The deposit for 1/2 of this contract (waived).
- *The balance of (\$1,600.00) to be paid approximately 2 weeks after the performance.
- *The contract must be signed, only then CHICAGO SAMBA will guarantee & reserve the date.

The Above Artist(s) are independent contractors and assume any and all responsibilities for withholding tax, social security, state tax, public liability and worker's compensation insurance, and also assumes responsibility for insurance coverage to and from and on engagement, and accident or injury to themselves and or their equipment.

The Above Artist(s) assume NO responsibility for any liability arising out of their failure to perform this engagement as described herein due to inclement weather, power outage, or other Acts of God. Deposit is Non-refundable in the event of cancellation by purchaser. In case of cancellation the Purchaser must notify the Artist(s) 21 (twenty one) calendar days prior to the event's date. In the event the Purchaser is unable to carry out the terms of this agreement, Purchaser is liable to Artist(s) for full compensation amount or actual damages, whichever is greater. In the event that the Artist is forced to obtain an attorney to enforce the terms of this agreement, the party prevailing in such action of enforcement will be entitled to the recovery of attorney's fees incurred in such action. The Purchaser, in signing this agreement himself, or having same signed by a representative, acknowledges his (her or their) authority to do so and thereby assumes liability for the amount stated therein.

SS# or DL#

Signature of Purchaser

Saraliz Jimenez - Latino Outreach Center -DuPage College

Address: 425 Fawell Blvd, Glen Ellyn, IL - 60137

Email: jimene@cod.edu
Phone number: 630-942-3039

_____ ID tax 45-3918789

Signature of Artist

Moacyr Marchini - Chicago Samba

1929 Mitchell Place - St. Louis, MO - 63139

Phone number: (312) 585-7775 - Cellular (314) 477-6226

E-mail: moacyr@chicagosamba.com

Home Page: www.chicagosamba.com

C.c. Nancy Nieto.

Nieto, Nancy

From: Gieschen, Philip
Sent: Tuesday, September 25, 2018 2:44 PM
To: Jimenez, Saraliz; Nieto, Nancy
Subject: FW: Performers
Attachments: Samba.DOC

Importance: High

I approve of the attachment for the Samba Inc. dances to sign as a waiver of liability.

Phil Gieschen
Coordinator of Risk Management
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630/942-2993
giesche@cod.edu

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From: Jimenez, Saraliz
Sent: Tuesday, September 25, 2018 2:38 PM
To: Gieschen, Philip <giesche@cod.edu>
Cc: Nieto, Nancy <nieton108@cod.edu>
Subject: FW: Performers
Importance: High

FYI – Need your approval.

Saraliz Jimenez, MBA, MS
Manager, Latino Outreach Center
Professional School Counselor (Type 73)
Advisor, Latino Ethnic Awareness Association (LEAA)
College of DuPage
425 Fawell Blvd. | Student Services Center (SSC) 2225P | Glen Ellyn, IL 60137-6599
phone 630.942.3039 | fax 630.942-4999 | jimene@cod.edu
www.facebook.com/saralizj
<https://twitter.com/LatinoOutreach>

From: Moacyr Marchini [<mailto:moacyr@hotmail.com>]
Sent: Tuesday, September 25, 2018 2:37 PM

To: Jimenez, Saraliz <jimene@cod.edu>; Moacyr Samba <moacyrsamba@gmail.com>
Subject: Re: Performers

Saraliz,

Find attached to this email the signed waive form for performance's insurance on 10.02.2018 at DuPage College. I needed to remove the word active, at the line "...actions of active negligence..."

Sincerely,

Mo Marchini

From: Jimenez, Saraliz <jimene@cod.edu>
Sent: Tuesday, September 25, 2018 11:06:15 AM
To: Moacyr Marchini
Subject: FW: Performers

Attached is the waiver of liability. Can you print, sign and scan back to me asap?

Thanks,

Saraliz Jimenez, MBA, MS
Manager, Latino Outreach Center
Professional School Counselor (Type 73)
Advisor, Latino Ethnic Awareness Association (LEAA)
College of DuPage
425 Fawell Blvd. | Student Services Center (SSC) 2225P | Glen Ellyn, IL 60137-6599
phone 630.942.3039 | fax 630.942-4999 | jimene@cod.edu
www.facebook.com/saralizi
<https://twitter.com/LatinoOutreach>

From: Gieschen, Philip
Sent: Tuesday, September 25, 2018 10:24 AM
To: Jimenez, Saraliz <jimene@cod.edu>; Nieto, Nancy <nieton108@cod.edu>
Subject: RE: Performers

Please see attachment

Phil Gieschen
Coordinator of Risk Management
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630/942-2993
giesche@cod.edu

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addressee. It should not be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, please delete it immediately.

From: Gieschen, Philip
Sent: Tuesday, September 25, 2018 8:10 AM
To: Jimenez, Saraliz <jjimene@COD.EDU>; Nieto, Nancy <nieton108@cod.edu>
Subject: RE: Performers

Good Morning,

Sorry, yesterday was quite busy. I will have this to you this morning.

Phil Gieschen
Coordinator of Risk Management
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630/942-2993
giesche@cod.edu

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From: Jimenez, Saraliz
Sent: Monday, September 24, 2018 10:17 AM
To: Gieschen, Philip <giesche@cod.edu>
Subject: FW: Performers

Hi – Nancy informed me she has not gotten anything from you about the performers and the waiver.

Saraliz Jimenez, MBA, MS
Manager, Latino Outreach Center
Professional School Counselor (Type 73)
Advisor, Latino Ethnic Awareness Association (LEAA)
[College of DuPage](#)
425 Fawell Blvd. | Student Services Center (SSC) 2225P | Glen Ellyn, IL 60137-6599
phone 630.942.3039 | fax 630.942-4999 | jjimene@cod.edu
www.facebook.com/saralizi
<https://twitter.com/LatinoOutreach>

From: Jimenez, Saraliz
Sent: Thursday, September 20, 2018 3:42 PM
To: Gieschen, Philip <giesche@cod.edu>
Cc: Nieto, Nancy <nieton108@cod.edu>
Subject: FW: Performers

Can you please copy Nancy Nieto when you send the form so we know what form it is and can follow-up with the Samba Grp. I am going to be out of the office tomorrow.

Thanks,

Saraliz Jimenez, MBA, MS

Manager, Latino Outreach Center

Professional School Counselor (Type 73)

Advisor, Latino Ethnic Awareness Association (LEAA)

College of DuPage

425 Fawell Blvd. | Student Services Center (SSC) 2225P | Glen Ellyn, IL 60137-6599

phone 630.942.3039 | fax 630.942-4999 | jimene@cod.edu

www.facebook.com/saralizi

<https://twitter.com/LatinoOutreach>

From: Jimenez, Saraliz

Sent: Thursday, September 20, 2018 12:04 PM

To: Gieschen, Philip <giesche@cod.edu>

Cc: Nieto, Nancy <nieton108@cod.edu>

Subject: RE: Performers

October 2nd

Samba Performance by Samba Inc

Saraliz Jimenez, MBA, MS

Manager, Latino Outreach Center

Professional School Counselor (Type 73)

Advisor, Latino Ethnic Awareness Association (LEAA)

College of DuPage

425 Fawell Blvd. | Student Services Center (SSC) 2225P | Glen Ellyn, IL 60137-6599

phone 630.942.3039 | fax 630.942-4999 | jimene@cod.edu

www.facebook.com/saralizi

<https://twitter.com/LatinoOutreach>

From: Gieschen, Philip

Sent: Wednesday, September 19, 2018 2:11 PM

To: Jimenez, Saraliz <jimene@cod.edu>

Subject: RE: Performers

Sure, what are you calling the event so I can put that on the waiver. Also when is it and does the group have a name?

Phil Gieschen

Coordinator of Risk Management

College of DuPage

425 Fawell Blvd.

Glen Ellyn, IL 60137

630/942-2993

giesche@cod.edu

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From: Jimenez, Saraliz
Sent: Wednesday, September 19, 2018 2:10 PM
To: Gieschen, Philip <giesche@cod.edu>
Subject: RE: Performers

Will you send me the waiver to send to them for signature or do we proceed another way? Please let me know.

Saraliz Jimenez, MBA, MS
Manager, Latino Outreach Center
Professional School Counselor (Type 73)
Advisor, Latino Ethnic Awareness Association (LEAA)
College of DuPage
425 Fawell Blvd. | Student Services Center (SSC) 2225P | Glen Ellyn, IL 60137-6599
phone 630.942.3039 | fax 630.942-4999 | jjimene@cod.edu
www.facebook.com/saralizj
<https://twitter.com/LatinoOutreach>

From: Gieschen, Philip
Sent: Wednesday, September 19, 2018 11:59 AM
To: Jimenez, Saraliz <jjimene@cod.edu>
Subject: RE: Performers

Hi Saraliz,

I will have them sign a waiver to hold the College harmless and then waive the insurance requirement.

Phil Gieschen
Coordinator of Risk Management
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
630/942-2993
giesche@cod.edu

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From: Jimenez, Saraliz
Sent: Wednesday, September 19, 2018 10:29 AM
To: Gieschen, Philip <giesche@cod.edu>
Cc: Nieto, Nancy <nieton108@cod.edu>
Subject: Performers

I am trying to get a samba group to come and perform here at the college. I was told they need a certificate of liability, etc. but they don't have insurance. I am dealing with small dance companies and they don't have all the paper work we require. What do you suggest? Is there something they can fill out?

Thanks,

Saraliz Jimenez, MBA, MS

Manager, Latino Outreach Center

Professional School Counselor (Type 73)

Advisor, Latino Ethnic Awareness Association (LEAA)

College of DuPage

425 Fawell Blvd. | Student Services Center (SSC) 2225P | Glen Ellyn, IL 60137-6599

phone 630.942.3039 | fax 630.942-4999 | jimene@cod.edu

www.facebook.com/saraliz

<https://twitter.com/LatinoOutreach>

College of DuPage Participation Agreement / Waiver of Liability

October 2, 2018 Samba Performance

I, Chicago Samba ("Participant") represent that I am at least eighteen (18) years of age. If I am not at least eighteen (18) years of age, I will not participate unless my Parent signs below as my legal guardian.

I. Voluntary

The **Participant** voluntarily, knowingly, freely, and without coercion from the College of DuPage ("College"), its employees or agents


II. Assumption of Risk

By signing this document the **Participant** fully assumes all risks including, but not limited to, any injuries, damages, actions, or causes of action whatsoever arising out of or connected with his or her participation in the event.

III. Limitations of Liability

The **Participant** hereby agrees that he or she will save and hold harmless the College for any and all claims, demands, injuries, damages, actions, or causes of action whatsoever to the **Participant** or his or her property arising out of or connected with the event. The **Participant** hereby expressly forever releases the College from all such claims, demands, injuries, damages, actions, or causes of action, and from all acts of ~~active~~ or passive negligence on the part of the College, its employees or agents, or other **Participants**.

My signature on this page represents that I have read this document, and I agree to its contents.

Participant's Signature  | Date 9/25/2018
MOACYR MARCHINI - DIRECTOR

If Participant is under eighteen (18) years of age, then a Parent or Legal Guardian must ALSO sign this form below

Parent's Signature _____

Date _____



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 shown on your income tax return)

Samba Inc

Business name, if different from above

Chicago Samba

Check appropriate box: ☐ Individual/sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

1929 Mitchell Place

City, state, and ZIP code

Saint Louis, MO - 63139

Requester's name and address (optional)

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.

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

Social security number

or

Employer identification number

45 : 3918789

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 ▶ **9.16.13**

General Instructions

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

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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

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.

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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

*** Independent Contractor Agreement**

(Not to be used for contracts in excess of \$5,000.00)

CHK

VENDOR NUMBER 1561548		AGREEMENT NUMBER: C086933		
ACCOUNT NUMBER/AMOUNT				
FUND	FUNCTION	DEPARTMENT	OBJECT	AMOUNT
01	80	00394	5302001	\$1,600
APPROVED-Supervisor, Purchasing				DATE / /

PART I. Complete PRIOR to performance of contractual services.

Name SAMBA INC Tax I.D. #/S.S. # 45-3918789
 (THIS NAME SHOULD BE THE SAME NAME THAT APPEARS ON LINE 1 OF THE W-9 FORM.) (ALSO COMPLETE AND SIGN FORM W-9 ATTACHED)

Phone Number (312) 585-7775 (No college employee may be paid as an independent contractor.)

Street 1929 Mitchell Place

City, State, Zip Code St. Louis - MO - 63139

Agrees to perform on October 2nd, 2018 the following services for the College of DuPage:

DATE (S)
2 sets of live Brazilian music with dancers in costumes, 45 minutes each, starting at 11:00 AM ending at 1pm College of DuPage will provide a sound system.

If additional space is needed, please continue description of services on separate pages and attach to this form.

The sum of \$ 1,600.00 will be paid to the independent contractor upon completion of the services. The contractor will be responsible for all taxes related to income from the above services. The contractor understands that he/she is self employed and must carry at his/her own cost any insurance coverage such as workers compensation, medical, property & liability including auto related to the above mentioned services.

This is a "work for hire" agreement. All rights to materials produced or products from services rendered are property of College of DuPage in perpetuity.

The contractor agrees to hold College of DuPage, its Trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims demands, and expenses, including attorneys' fees, which may arise during performance of this agreement.

☒ I have read Board Procedure #15-465 and have determined that the individual on this agreement meets the definition of an independent contractor.

Susan Jerak
 DEPARTMENT AUTHORIZED SIGNATOR

8-30-18
 DATE

All independent contractors must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988.

(Must Check One)

- ☒ I certify that I am not in default on an educational loan guaranteed by the State in the amount of \$600.00 or more.
- ☐ I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.

I agree with the terms stated above and certify that I have received a copy of the contractual agreement.

[Signature]
 SIGNATURE OF INDEPENDENT CONTRACTOR

7/20/18
 DATE

PART II. Complete AFTER performance of contractual services.

Authorized Signator certifies that the contractual services described in Part I above were completed satisfactorily and authorizes payment in full. (Payment is to be made only after completion of the contractual service.)

[Signature] 10/8/18
 COLLEGE AUTHORIZED SIGNATURE DATE

Susan Jerak 10/15/18
 COUNTER SIGNATOR (OPTIONAL) DATE

*See board policy, procedures and instructions on reverse side.
 (This agreement is VOID if amount exceeds \$5,000.00)

Original forward to Accounts Payable; Blue, Purchasing Dept.; Yellow, Signator; Pink, Contractor

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.

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

SAMBA INC

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

CHICAGO SAMBA

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

- ☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1929 MITCHELL PLACE

6 City, state, and ZIP code

ST. LOUIS - MO - 63139

Requester's name and address (optional)

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

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

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

4	5	-	3	9	1	8	7	8	9
---	---	---	---	---	---	---	---	---	---

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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

7/20/2018

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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