



Green Set, Inc.

motion picture plant rental

11617 Dehogue Street, North Hollywood, CA 91605 | 818.764.1231

APPLICATION FOR A NEW ACCOUNT

You may open a C.O.D. or Net 30 account with Green Set, Inc. by completing a New Account Application.

Green Set's New Account Application includes:

1. Credit Application Form

The Credit Application requires the Company contact information, Trade References and Bank References.

2. Green Set Rental Agreement

We also require a signed Lease/Rental Agreement, this agreement acknowledges that you are liable for Green Set's equipment and inventory from the time it leaves our yard until the time it is returned to Green Set.

3. Certificate of Insurance

All new accounts also require a Certificate of Insurance (COI), listing Green Set, Inc. as "Additional Insured and Loss Payee". We have provided a sample COI with the required information in red text.

4. Green Set's W-9:

A copy of our 2024 W-9 has been included for your records.

5. Credit Card Authorization (not attached) ** Required for all COD accounts ******

Please click → [here](#) ← to fill out our secure online CC Auth form.

This form authorizes Green Set, Inc. to use the credit card for payment of Purchases, Rental charges, Late charges and/or Loss & Damage charges for the Plants, Props or Set Dressing rented or purchased from Green Set, Inc. A 3% fee will be added to all orders closed out to a card.

~ Please Remember ~

The Credit Approval Process May Take 7 To 10 Business Days—Please Plan Ahead.

Green Set must receive all required paperwork before the Pick-Up or Delivery Date.

Once you have completed the New Account Application forms, please send them to Michelle at:

Email: Michelle@Greenset.com OR forms@Greenset.com

Fax: 818.764.1423

If you have questions, please call or email Michelle:

Phone: 818. 764.1231

Email: Michelle@Greenset.com



Green Set, Inc.
motion picture plant rentals

Date _____

CREDIT APPLICATION

Feature Film _____ Television _____ Commercial _____ Special Event _____ Other _____
Net 30 _____ COD _____

COMPANY INFORMATION & REFERENCES

Company Name _____

Parent Company _____

Title of Project _____ Estimated Wrap Date _____

Address _____ City _____ ST _____ Zip _____

D/B/A _____ Federal Tax ID Number _____

Type of Business _____ Date Established _____

Sole Owner _____ Partnership _____ Corporation _____ Incorporated in What State? _____

UPM _____ Email _____

Accountant _____ Accounting Phone _____

Accounting Fax _____ Accounting Email _____

Production Phone _____ Production Fax _____

PRINCIPALS

Name: _____

Address _____ City _____ ST _____ Zip _____

Phone: _____ Driver License _____ Issuing State _____

Name: _____

Address _____ City _____ ST _____ Zip _____

Phone: _____ Driver License _____ Issuing State _____



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CREDIT APPLICATION - continued

TRADE REFERENCES (Name of Industry Related References / Minimum of Three)

1. Name _____ Phone _____ Fax _____

Address _____ City _____ ST _____ Zip _____

2. Name _____ Phone _____ Fax _____

Address _____ City _____ ST _____ Zip _____

3. Name _____ Phone _____ Fax _____

Address _____ City _____ ST _____ Zip _____

AUTHORIZED USERS OF THIS ACCOUNT

1. Name: _____ Phone _____ Title _____

Email _____

2. Name: _____ Phone _____ Title _____

Email _____

3. Name: _____ Phone _____ Title _____

Email _____

CREDIT APPLICATION



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BANK REFERENCES

____ Checking ____ Savings ____ Loan

Bank _____

Address _____ City _____ ST ____ Zip _____

Phone _____ Contact _____

Account No. _____

Mortgage Holder / Landlord _____

Address _____ City _____ ST ____ Zip _____

Phone _____ Account Contact _____ Title _____

The undersigned ____ will ____ will not submit a financial statement. Any misrepresentation in the application will be considered evidence of a fraud since this information is the basis for the granting of credit.

As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. You are authorized to investigate the credit references listed.

Name _____ Title _____ Signature _____

Name _____ Title _____ Signature _____

TERMS OF PAYMENT

Terms are Net 30 from the date of the invoice. Accounts more than 30 days past due may be closed and all orders held until account is brought current. 2% per month will be charged on all past due amounts.

PERSONAL GUARANTEE

In consideration of credit being extended by Green Set, Inc. to the above name applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Green Set, Inc. the faithful payment, when due, of all accounts of said applicant for the purchase made within five years next after the date of the application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment and demand for payment on application, protest and notice to the undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by Green Set, Inc. extension of time of payment to applicant, acceptance of partial payment compromise, all other notice to which the undersigned guarantor might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be revoked.

Name _____ Title _____ Date _____

Address _____ City _____ ST ____ Zip _____

Green Set, Inc.

Lease/Rental Agreement Terms & Conditions

Please Read Carefully. You Are Liable For Our Property from the Time It Is In Your Custody and Control until the Time It Is Returned To Us

The Parties agree that these Terms and Conditions (“T&C”) shall govern, and constitute a rental agreement, the rental of certain fixtures, furnishings, equipment, vehicles, and property (collectively “Props”), the same of which are comprised of organic/animate and inanimate (as defined below) Props (and also sometimes referred to as “Property”) rented from GREEN SET INC. (“Us”) by _____ (“You”) (singularly the “Party” or collectively the “Parties”), and is not either a sale or a security interest in the Props, except as to the limited right to custody and use of the Props as provided for herein and in Our invoice(s) to You in connection with Your production, party, or event currently entitled _____ (the “Production”).

1. Definitions: The following definitions are applicable to this T&C and binding upon the Parties:

- (a) YOU: is understood and defined to mean all variants, including, without limitation, Your and Yours.
- (b) US: is understood and defined to mean We, Our, and Ours.
- (c) Organic/Animate Props: is understood and defined to mean such items that are living and which require nourishment, nutrients, care and maintenance, including water, to thrive and sustain, including, without limitation, growing/alive trees, bushes, hedges, plants, flowers, and other types of landscaping, greenery and foliage.
- (d) Inanimate Props: is understood and defined to mean such items that are inorganic and not living. Additionally, this category of Props may also include machinery or equipment such as vehicles, generators, pumps, and such other objects of mechanical or electrical nature (collectively “Equipment”). If Equipment is included as part of Your rental, the T&C or the invoice(s) will so reflect.
- (e) Complete Possession and Control: is understood to comprise of two separate and distinct events, to wit: (i) Our delivery of Props to Your designated location or (ii) Your collecting, per the terms of this T&C, of the Props from Our warehouse or location.

As to Your control of the Props, the term “Complete Possession and Control” is understood to be interchangeable with “Complete Custody and Control”, it being understood and agreed that per the terms of this T&C: (i) You are receiving only custody of the Props in the form of an agreed rental, but not possession, and (ii) Your return of the Props either by way of Your redelivering of the Props to Our warehouse or designated location, or Our retrieving of the Props from Your designated location. Thus, the reference “Complete Possession and Control” is understood to be that moment in time in which: (x) We have physically relinquished custody of the Props and turned over custody of such Props to You and (y) We have physically received the return of the Props from You.

- (f) Use: is understood and defined to mean the holding, moving, relocating, placing, touching, caring, maintaining, carrying, storing, protecting, preserving, and using (as that term is understood in its generic definition) as well as filming, photographing, and recording of the Props.
- (g) Characterization of Use: this T&C constitutes an agreement of rental of the Props and is neither a sale nor a creation of a security interest to You. It is understood that such “Use” is that on a custodial, not a possessory, basis. At no time shall You be deemed to have acquired any right, title, claim, lien, or interest (including possessory interest) in the Props, except the custodial right to Use such Props per this T&C. At all times We are the exclusive and sole owner of all Props.

- (h) Our Representatives: is understood and defined to mean Our parent entities, holding entities, affiliates, subsidiaries, and each of their respective officers, directors, shareholders, managers, members, trustees, beneficiaries, insurers, attorneys, authorized agents, employees, and successors and assigns.
- (i) Your Representatives: is understood and defined to mean Your parent entities, holding entities, affiliates, subsidiaries, and each of their respective officers, directors, shareholders, managers, members, trustees, beneficiaries, insurers, attorneys, authorized agents, employees, and successors and assigns.
- (j) Third Party Payor: is understood and defined to mean any person, company, or entity that is neither affiliated with, associated with, nor connected to You or Your Representatives.
- (k) Pre-Existing Condition is understood and defined to mean any latent or inherent defects in any Prop that existed prior to Your Complete Custody and Control thus rendering that Prop substantially unable to be used for Your reasonably intended purpose per the terms hereof and as set forth in Our Invoice to You.

2. Indemnity.

- (a) During the time in which We have Complete Custody and Control: We agree to defend, indemnify, hold harmless, and to the full extent of the law, release, You and Your agents, contractors or Representatives harmless from and against any and all claims, actions, causes of action, demands, rights, damages, injuries, and losses of any kind, costs, expenses and compensation judgments, subrogation or other damages, including, without limitation, for personal injury, illness, or property damage including court costs and reasonable outside attorney's fees (collectively "Your Claims") arising from Our, or that of Our agents, contractors, or Representatives' negligence or willful misconduct (except as a result of You or Your agents, contractors or Representatives' negligence or willful misconduct), a Pre-Existing Condition of a Prop, or the breach of these T&C's (except Your breach of these T&C which serves as a legal excuse, estoppel, or waiver to Our further performance or obligations herein). We agree to promptly notify You in writing of any third-party claim or demand ("TPC") for which We are seeking indemnification upon learning of such TPC, and upon Your request, We shall assume the defense of the TPC.
 - (b) During the time of Your Complete Custody and Control: You agree to defend, indemnify, hold harmless, and to the full extent of the law, release, Us and Our Representatives from and against any and all claims, actions, causes of action, demands, rights, damages, injuries, and losses of any kind, costs, expenses and compensation judgments, subrogation or other damages, including, without limitation, for personal injury, illness, or property damage including reasonable outside attorney's fees and court costs (collectively "Our Claims") arising from Your or that of Your agents, contractors, or Representatives' negligence or willful misconduct, except as a result of Our negligence or willful misconduct or the negligence or willful misconduct of Our agents, contractors or Representatives, or Our breach of these T&C's , or with respect to a Pre-Existing Condition in the Props. We agree to promptly notify You in writing of any TPC for which We are seeking indemnification upon learning of such TPC, and upon Our request, You shall assume the defense of the TPC.
3. Loss of or Damage to Props during Your Complete Custody and Control. You are responsible for: (i) the reasonable and prudent care and maintenance of all Organic/Animate Props, including, without limitation, watering all plants and (ii) loss, damage, disappearance, or destruction of or to any of the Props (reasonable wear and tear excepted) resulting from Your negligence or willful misconduct, including, but not limited to, damages, disrepair, or loss while the Props are in Your Complete Custody and Control, including, without limitation, any storage by You or Your Representatives of any of the Props (referred to herein as "Property Loss" and as part of Our Claims); provided, however, Your responsibility and obligations per this Section is limited by any comparative fault arising from Our negligence or willful misconduct, the comparative negligence or willful misconduct of Our agents, contractors or Representatives, Our breach of these T&C's (except Your breach of these T&C which serves as a legal

excuse, estoppel, or waiver to Our further or any performance or obligations herein), or with respect to a Pre-Existing Condition in the Props. Notwithstanding anything contained to the contrary in this Section, any Props that experience or are subject to loss, damage, disappearance, or disrepair as a result of You or Your agents, contractors, or Representative's failure to reasonably and prudently care for and maintain the Organic/Animate Props shall be Your sole responsibility and obligation. We have disclosed to You that many of the Organic/Animate Props (e.g. plants, trees, hedges, etc.) are mature and require a minimum of an eighteen (18) month period to nurture, grow, and mature if replacement is required. As such, any such loss, disappearance, or damage to such Organic/Animate Props shall be replaced at full replacement cost and based on a fully matured Organic/Animate Prop of the same and similar age, size, and dimension as reasonably verified by Us. This Section and the occurrence of a loss shall be applicable to all other provisions of this T&C.

4. Care and Maintenance of the Props. In addition to Your responsibility of care and maintenance to the Props per Section 3 above, You are also required to take reasonable precautions with the Use of the Props, the protection and sustainability of the Organic/Animate Props, including, but not limited to watering, and taking reasonable precautions to protect persons and property from injury or damage during the time of Your Complete Custody and Control of the Props. You agree and covenant that only Your agents, contractors, or Representatives who are properly and duly qualified, trained, and/or licensed, as and where applicable, are authorized to Use the Props. You are responsible and at Your own expense pay for Your own costs and expenses, including, but not limited to, and where applicable, fuel, lubricants, water, and such other sustaining, caring, cleaning and maintaining materials, the associated labor, and all other charges with the respect to the care, maintenance, and repair in connection with the operation or Use of the Props while in Your Complete Custody and Control. We are not, under any circumstances, liable or obligated to provide care, service, maintenance, repair, or parts for the Props except as otherwise specifically agreed herein or separately per another writing signed by Us; provided, however, any required repair(s) due to a Pre-Existing Condition at the time Complete Custody and Control was turned over to You, We are responsible for such repair(s). Any installations, replacements, or substitutions of parts or accessories with respect to any of the Props are understood and shall become part of the Props and will be owned by Us.

At the time of Your taking Complete Custody and Control and turnover of the Props from Us to You, We will provide You with a summary of care and maintenance instructions with respect to the Organic/Animate Props.

5. Delivery of Props in Good Order. We have tested, inspected, or examined, as applicable, the Props in accordance with reasonable, industry standards as they may pertain to each Prop, and have found such Props to be in good order and repair immediately prior to Your Complete Custody and Control of the Props from Us to You. We shall provide, if mutually agreed to by the parties and the cost of which is included in Our Invoice to You, Prop(s) delivery and pickup services and Prop(s) set up services (collectively, the "Services"), subject to Our/Your then pending COVID-19 protocols and procedures which may include, but not limited to, Us and Our employees, agents, or contractors performing the Services, at the date, time and location to be determined by You, subject to Your providing Us reasonable advance notification of the location (it being understood that You shall provide such location designation at the time of the signing of this T & C so that We can properly determine any additional delivery or travel expenses as part of the negotiated and agreed to charges and fees). At or prior to the physical relinquishment and turnover of the Props from Us to You, We have disclosed to You the feasible and reasonable Use of the Props. If requested by You, We shall, at Our sole expense, replace or repair any Prop that is not in good working order or condition unless such replacement or repair is due to Your negligent or willful actions or omissions while in Your Complete Custody and Control. Other than Our specific disclosures as noted in this Section, You acknowledge and agree that the Props are rented to You without warranty or guaranty, express or implied, except as may be required by law or otherwise specifically agreed by the Parties per this T&C; and We make no warranty, express or implied, as to fitness or suitability for any particular purpose, including, without limitation any warranty of merchantability. You acknowledge and agree that You have determined in advance of signing this T&C and Your Complete Custody and Control of the Props that the Props identified and designated in the Invoice(s) meet Your requirements, qualifications, and needs to which We are neither responsible nor participatory in such decision making process. We hereby represent, warrant and agree as follows: (1) the Props are free from defects and are in good working order and, as provided above, will function properly when used for its reasonably intended purpose; (2) We are responsible

for any repair and maintenance of the Props necessitated as a result of (a) any breach by Us of any term, promise, representation, or warranty under this T&C (except Your breach of these T&C which serves as a legal excuse, estoppel, or waiver to Our further or any performance or obligations herein), (b) Our negligence or willful misconduct, Our agents, contractors or Representatives, or (c) a Pre-Existing Condition; (3) We have complied with and will continue to comply with all applicable and specifically pertaining federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, orders, licensing requirements and business codes, as well as all applicable manufacturer's specifications with respect to the subject matter of the T&C; (4) We shall, at Our sole cost and expense, replace or repair any Props that is not in good working order or condition at the inception of this T&C, as determined by Us in Our reasonable discretion; (5) all Services will be performed in a professional, timely and competent manner; and (6) We agree to comply with Your existing Safe Work Practices and Guidelines, should any exist at the time of signing this T&C and any "Stay Healthy Work Safe Guide and You will provide these documents to the attention of Our attention prior to the signing of this T&C for our review and consideration.

6. Your Requirements to Provide Insurance:

- (a) Insurance Generally. You shall hold Us harmless from, against, and shall bear the expense of any applicable deductible amounts or self-insured retentions provided under any of the insurance policies required to be maintained by You per this T&C if you are responsible for any loss or damage hereunder. Notwithstanding anything to the contrary contained in this T&C, the fact that a loss or damage may not be covered by Your insurance policy under this T&C or, if covered, is subject to deductibles, retentions, conditions or limitations, shall not affect, excuse, limit, reduce, or relieve Your liability for any loss or damage. Should You fail to procure, maintain or pay the costs of maintaining in full force the required insurance specified in this Section 6, You are not relieved of Your obligation under Sections 2 (b), 3 and 4 above. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic breach of this T&C, provided, however, upon Our receiving notice of lapse or cancellation and such notice to Us is promptly served upon us, We agree to provide written notice to You and permit You a reasonable opportunity to cure, again only if notice to Us was served promptly, any breach or non-compliance hereunder. The grant by You, and subject to our prior consent which may be unreasonably withheld, conditioned or delayed and further subject to our sole and unfettered discretion, of a sublease, license, or similar type of arrangement of the Props rented/leased to You shall not affect, limit, relieve, or excuse Your obligation to procure insurance on Our behalf, or otherwise affect any of Your obligations under this T&C.
- (b) Property Insurance. You shall, at Your own expense, maintain at all times during the term of this T&C, all risk property insurance ("Property Insurance") covering the Props from all risks including coverage for actual and verifiable loss of Use of the Props from the time of Your Complete Custody and Control of the Props from Us to You until the Props are returned to and received by Us. The Property Insurance shall be on a worldwide basis and shall name Us as the loss payee with respect to the Props. Property Insurance coverage shall have sufficient limits to cover the full replacement cost, without depreciation, of the value (per Section 3 hereof) of the Props, provided the protection afforded to any additional insured by being named on Your insurance policies shall not limit Your indemnification obligations per this T&C. Your Property Insurance shall be primary and non-contributory over Our insurance for claims You assume under Your obligations and covenants per this T&C and indemnification obligations hereunder.
- (c) Workers Compensation Insurance. You shall, at Your own expense, maintain workers' compensation with statutory limits, and employer's liability with minimum limits of \$1,000,000 during the term of this T&C.
- (d) Liability Insurance. You shall, at Your own expense, maintain commercial general liability insurance ("Liability Insurance" or "Liability Policy"). The Liability Policy shall name Us as an additional insured and provide that said insurance is primary coverage and non-contributory with any coverage We have in force for claims arising from acts and/or omissions per Sections 3 and/or 4 above and Your Section 2(b) indemnification obligations hereunder. Such insurance

shall remain in effect during the course and term of this T&C, and shall include the following coverages: completed operations, contractual liability, and bodily injury liability. The policy shall provide an aggregate limit of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

- (e) Vehicle Insurance. You shall, at Your own expense, maintain business motor vehicle liability insurance (“Vehicle Insurance”), including coverage for loading and unloading Props and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles. Coverage for physical damage shall include “comprehensive” and “collision” coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and actual cash value for physical damage; and shall provide that said insurance is primary and non-contributory with any coverage We have in force for claims arising from acts and/or omissions per Sections 3 and/or 4 above and Your Section 2(b) indemnification obligations hereunder.
 - (f) Cancellation of Insurance. You or Your insurance company shall provide Us with notice of cancellation in accordance with the policy provisions.
 - (g) Certificates of Insurance. Prior to Complete Custody and Control of the Props to You, You shall provide to Us a Certificates of Insurance confirming the coverages are in effect per this Section 6. All certificates shall be signed by an authorized agent or representative of the insurance carrier.
 - (h) Subrogation. Each of the required policies shall contain an express waiver of any and all rights of subrogation that Your insurers may have against Us. (You will endeavor to obtain Your insurer’s waiver, however disclose that You have neither control nor right to require Your insurer’s waiver of rights to subrogation).
 - (i) Self-Insurance. It is understood that We shall maintain Our own insurance coverages per Section 7 of this T&C and that nothing contained in this Section 6 is intended for You to provide insurance coverage for Our indemnification obligations hereunder.
7. Our Requirements to Provide Insurance. Upon execution of this T&C, We shall furnish Certificates of Insurance adding You as an additional insured on the following policies, except for Workers’ Compensation which requires proof only:
- (a) Commercial General Liability Insurance, including premises operations, completed operations/products, contractual liability and independent contractors’ coverage with a combined single limit for Bodily Injury and Property Damages of \$2,000,000 per occurrence.
 - (b) Comprehensive Automobile Liability, including all owned, leased, hired and non-owned automobiles, with a combined single limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
 - (c) Statutory Workers’ Compensation Insurance in accordance with the requirements of the applicable state law, including Employers’ Liability coverage, with limits of liability not less than \$1,000,000.

Coverage shall be considered primary and not excess of or contributory to any other insurance afforded by You, shall provide that You are to receive written notice of cancellation in accordance with Our policy provisions or any material change in the designated insurance coverages, and shall provide for a waiver of any right of subrogation against You. We have neither control nor right to determine Our insurer’s waiver of subrogation, however will endeavor to process with Our insurer(s). The protection afforded to You by being named as an additional insured under Our insurance policies shall be limited to and shall be no greater than the protection afforded by Our indemnification obligations herein. It is

understood that You shall maintain Your own insurance coverages per Section 6 of this T&C and that nothing contained in this Section 7 is intended for Us to provide insurance coverage for Your contractual and indemnification obligations hereunder.

8. Compliance with Law and Regulations. You agree to comply with all applicable federal, state, and local laws, regulations, and ordinances pertaining to the transportation or Use of said Props. Without limiting the generality of the immediately preceding sentence and by way of example, You shall at all times (i) display all necessary and proper placards; obtain all necessary permits; and (ii) keep, maintain, and retain all required logs and records. You shall indemnify, per Section 2(b) above, and hold Us and Our Representatives harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your rental or Use of the Props including, without limitation, the full replacement value, as reasonably verified by Us and subject to Section 3 hereof, of the Props in the event such Props are not returned or not returned in good condition following seizure or impound, including Our reasonable costs and reasonable outside attorney's fees, except as a result of Our comparative negligence or willful misconduct or the comparative negligence or willful misconduct of Our agents, contractors or Representatives, or the breach of these T&C's by Us (except Your breach of these T&C which serves as a legal excuse, estoppel, or waiver to Our further or any performance or obligations herein), or with respect to a Pre-Existing Condition in the Props. We represent and warrant that We shall collect from You and remit all applicable taxes required by each applicable state relating to the rental of the Props, including, without limitation, any applicable Use and Sales tax.

9. Valuation of Loss/Our Liability is Limited.

(a) Loss Valuation: Unless otherwise agreed per a separate writing signed by Us, and not arising from or due to Our comparative negligence or willful misconduct, or that of Our agents, contractors or Representatives, a breach of these T&Cs by Us (except Your breach of these T&C which serves as a legal excuse, estoppel, or waiver to Our further or any performance or obligations herein), or a Pre-Existing Condition in any of the Props, You are responsible to Us for the full replacement cost value (actual cash value for vehicles) or repair costs of the Props (if the Props can be restored, by repair, then to its pre-loss condition), whichever is less, occasioned by and if such repair or replacement is due to, in whole or in part, Your negligence or willful misconduct. If there were a reasonable belief a theft has occurred, You shall promptly file a police report. Loss of Use shall be calculated at the rental rate provided for in the Invoice and this T&C. Accrued rental charges shall not be applied against the purchase price or costs of repair of the lost, stolen or damaged Props. NEITHER PARTY SHALL IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, subject, however to Our provisions per Sections 2, 3, 4 and 5 hereof as those terms and provisions are understood to control and supersede.

(b) Accident Reports: Once the Props are in Your Complete Custody and Control, in the event any of the Props is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of Your negligence or willful misconduct, You will promptly notify Us of the occurrence, and shall prepare, submit, and file all necessary accident reports, including those required by law and those required by applicable insurers. You and Your Representatives will reasonably cooperate with Us and all insurers who are providing insurance under this T&C in the investigation, defense, and indemnification of any claims, including, without limitation, Our Claims. You will promptly deliver to Us any documents served or delivered to You or Your Representatives in connection with any claim or proceeding at law or in equity commenced or threatened against You, Your Representatives, Us, Our Representatives, or some or all.

10. Identity. Subject to its discrete placement and not to create an aesthetic, visual or material impairment or interference with Your Use of the Props, We retain and reserve the right to place and maintain on the exterior or interior of each piece of Prop covered by the Invoice and this T&C the following inscription: **Property of Green Set, Inc.** You and Your Representatives shall not remove, obscure, or deface the inscription, label, or authorize any other person to do so without Our prior written approval.

11. Your Failure to Perform. If You fail to pay any portion or installment of the total fees payable per this T&C or You otherwise breach this T&C or any of the covenants hereof, then such failure or breach shall constitute a default (“Default”). If We determine the occurrence of a Default by You, We agree to provide You with written notice (the “Notice”) of the Default, describing in general terms the nature of the Default and the manner and reasonable opportunity to cure such Default; provided, however, if the Default is of the nature a failure to pay money (e.g. rental fees) then You are required to immediately remit that amount due and owing per Our dispatched Notice to You. Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this T&C and cease performance hereunder, including, without limitation, the immediate retrieval and recovery of Our Props regardless wherever so located, provided We have provided You prior Notice and a reasonable opportunity to cure such Default other than the payment of money in which there is no grace period. You further agree that the continuation of Our performance hereunder after Our discovery of Your Default shall not constitute a waiver or operate in any form of estoppel with respect to Our later assertion of the right to cease or suspend such performance at any time so long as such Default has not been cured, other than if this T&C is terminated by Us. In addition to those items and matters, including rental fees, which We determine to be due and owing by You, You are also be responsible for all reasonable costs, including reasonable outside attorney’s fees, incurred with respect to the recovering and collecting of Our Props from You as well as Our Claims to the extent You are contractually obligated or to indemnify Us hereunder.

12. Return of Our Props to Us COVID-19 Criteria Compliance. Upon the expiration of this T&C, You shall return, or upon agreement between us We will retrieve, the Props to Us, together with all accessories, free from damage or disrepair caused by You or Your agents, contractors, or Representatives and in the same condition and appearance as when received by You, reasonable wear and tear excepted. In light of the current COVID-19 conditions, We have developed certain criteria and protocols relative to Our Props, both organic and inanimate in nature.

Organic Props (plants, trees, etc.): Organic Props shall not be sanitized in any manner, whether by spray products or sanitary napkins, etc., however, the pots and containers, or such other inanimate objects to which the organic Props are placed or situated are permitted to be sanitized by hand wipes or spray (and so long as the spray does not contact in any manner the organic Props).

13. Amendment—Modification/Additional Props. Any Amendment—Modification to this T&C to be enforceable must be in writing and signed by all Parties; provided, however, exchanged electronic communications by text or email that confirm the understandings of the Parties shall be deemed acceptable “writings” for purposes of this Section. Other than this method of Amendment—Modification procedure, this T&C cannot be amended, modified, or altered in any manner except as provided within this Section.

Additional Props may from time to time be added to the Invoice as the subject matter of this T&C as mutually agreed by the Parties. Any additional Props will be added by way of an amendment describing the Prop(s), the rental rate, and any other specific terms to the Parties understanding. The T&C or Invoice must be in writing and signed by both Parties. Other than this amendment procedure, this T&C cannot be amended, modified, or altered in any manner except in writing signed by both Parties.

14. Entire T&C. This T&C, when fully executed by the Parties, along with any attached schedules or exhibits or Our referenced Invoice(s), which are incorporated by reference and made an integral part of the T&C, constitute the entire agreement between the Parties. No agreements, representations, or warranties other than those specifically set forth in this T&C or in the attached schedules are binding on any of the Parties unless set forth in writing and signed by both Parties.

15. Applicable Law. This T&C will be deemed executed and delivered in Los Angeles, California, and governed by the laws of the State of California.

16. Arbitration. If any controversy or claim arising out of or relating to this T&C, or the breach of any term hereof, cannot be settled through direct discussions, the Parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by Signature

Resolution, ADR, or JAMS ("Arbitration Body") under its applicable rules before commencing any proceedings permitted under this Section. If a controversy or claim is not otherwise resolved through direct discussions or mediation, it shall be resolved by binding arbitration conducted in the County of Los Angeles, and administered by the selected Arbitration Body in accordance with the streamlined Arbitration Rules and Procedures of the selected Arbitration Body (the "Arbitration Rules"), except that the arbitrator shall have authority to entertain a motion for summary judgment by any Party. The Arbitration Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an experienced arbitrator licensed to practice law in California for at least fifteen (15) years or a retired California State Superior Court Judge or Appellate Justice. Notwithstanding the above requirements, if a Party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this Section, the other Party does not have to request mediation to enforce the right to compel arbitration as required under this Section, and the Party who refuses or fails to participate in mediation shall not be entitled to recover its reasonable attorney's fees should they be determined to be the prevailing Party in any such arbitration or related proceeding.

17. Severability. In the event any provision of this T&C shall be determined by a body of competent jurisdiction to be void, illegal, invalid, or unenforceable (collectively "Unenforceable"), the remaining terms and provisions of this T&C shall not be affected thereby, and each of such remaining terms and provisions of this T&C shall be valid and enforceable to the fullest extent permitted by law, unless a Party demonstrates by a preponderance of the evidence that the Unenforceable provision was an essential economic or substantive and material term of this T&C.

18. Facsimile/Scanned Signature. This T&C may be executed in counterparts and by facsimile signature or electronic signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

19. Remedies.

(a) No General Injunctive Relief. Notwithstanding anything to the contrary contained herein, and in the event You are a film or television studio or production company, We acknowledge that in the event of a breach or an event of Default of this T&C by You or Your Representatives, the damage, if any, caused to Us thereby will not be irreparable or otherwise sufficient to entitle Us to seek or obtain injunctive or other equitable relief against the exhibition or other exploitation of the Production. We acknowledge that Our rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, not the right to enjoin the production, exhibition, or other exploitation of the Production or any other television production, motion picture or otherwise, or any subsidiary or allied rights with respect thereto. This Section shall survive any termination, expiration and/or cancellation of this T&C.

(b) Exception to Provide for Injunctive and Equitable Relief: Irrespective of any of the provisions contained in the immediately preceding paragraph 19(a) and notwithstanding anything contained to the contrary in this T&C, We expressly retain and reserve the right to seek, and are entitled to, equitable relief against You and Your Representatives with respect to the recovery, restitution, or replevin of Our Props which may remain in Your Complete Custody and Control should You be in Default of this T&C or if no event of Default however events have resulted in Your suspending use of the Props (e.g. a *force majeure* event).

20. Use of Props. You may incorporate the Props in Your Productions, if applicable, and may Use the Props in any manner in the Productions in all media, whether now known or hereinafter devised, in perpetuity throughout the universe, and in advertising and publicity. The Props may be Used in conjunction with the actual visual and/or sound effects of the Props or any other visual and/or sound effects. You are not obligated to Use the Props.

21. Additional Warranties. We hereby represent and warrant to You that: (i) We have the right, experience and skill to enter into and to fully perform this T&C, the services hereunder, and to grant the rights granted hereunder; (ii) We shall comply with all applicable federal, state and local laws in connection with the services, including all professional registration requirements; (iii) We are adequately financed

to meet any financial obligation it may be required to incur hereunder; (iv) there is no legal impediment of any type which conflicts with this T&C or that may limit, restrict or impair the rights granted You hereunder; (v) We shall discharge all obligations of an employer with respect to all personnel hired by We in connection with the Services and/or the Props, including, without limitation, the withholding and reporting of contributions, insurance deductions and applicable taxes required by applicable law, including payroll taxes and unemployment insurance; and (vi) We are licensed to conduct business in the State of California and shall remit to the State of California any sales taxes applicable to the services and/or Props as provided for hereunder.

22. Rights in the Recordings. All rights of every kind in and to all photographs and sound recordings made hereunder in connection with Your Use of the Props (the "Footage") shall be and remain the Your sole and exclusive property. Such rights shall include, without limitation, the perpetual and irrevocable right and license to Use and Re-Use said Footage in connection with the Production and any other productions (including, without limitation, any television, motion picture, internet or other new media production) (collectively, the "Productions") as You may elect, and in connection with advertising, publicizing, exhibiting, merchandising, distributing and exploiting such Productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither We nor any other party now or hereafter claiming an interest in the Props and/or through Us shall have any right of action against You or any other party arising from or based upon any Use or exploitation of such Footage, whether or not such Use is claimed to be defamatory, untrue or censurable in nature. You shall not be obligated to make any actual Use of any Footage in the Productions or otherwise. This Section shall survive any termination, expiration and/or cancellation of this T&C.

23. Termination. Notwithstanding anything to the contrary contained herein, You may, with or without cause, terminate these T&Cs at any time upon seven (7) days prior written notice to Us. Upon such termination, and provided that Our Props are returned to Us or We are authorized by You to retrieve and recover Our Props, You shall have no further obligations to Us hereunder, other than the payments of money due Us for Use of the Props per the terms hereof and such obligations which survive termination, e.g. Sections 2,3,and 4 hereof; and We shall immediately refund, as may be appropriate, to You any and all sums previously paid by You pursuant to these T&Cs, provided however, You shall be responsible for any actual and verifiable costs of labor and/or materials expended in preparation of your order should termination occur prior to actual delivery to You of the Props.

24. Force Majeure: If, whether or not existing, known, foreseen or foreseeable, at the time of contracting, during the process of delivering the Props to Your designated location, during the term of this T&C, and/or Your use of Our Props, there is a happening, event or occurrence as a result of an act of God, *force majeure*, war, blackout, air raid, air raid alarm, act of public enemy, riot, epidemic, pandemic, fire, earthquake, hurricane, casualty, lockout, labor dispute, strike or threat thereof, order or decree of any governmental agency or tribunal, either party's reasonable determination of risk to public health or safety, or any other similar or dissimilar contingency beyond Your or Our control (collectively, "Force Majeure Event") in which either party is prevented, interfered with, impeded, constrained, limited, or delayed from either party's performance or obligations under the terms of this T&C- other than payment or remittance of money, insurance and liability- including, without limitation: (i) timely delivering of the Props to Your designated location or (ii) using the Props and/or Services to be provided by Us hereunder, the Party asserting benefit of the Force Majeure Event shall have the right, exercisable in its sole discretion, to: (x) terminate this T&C with no further obligations hereunder (excluding those provisions which survive termination hereof, monetary obligations, and other than to pay Us for use of the Props and for Services rendered prior to termination) or (y) to suspend the Services and rental compensation to Us hereunder; and further, if mutually agreed, to extend the period of time during which We are required to provide the Props or Services. For the sake of clarity, if a government entity orders a shutdown, restricting You and/or Us from working or operating the respective business, no rental fees will be imposed during this period, until the government entity lifts or rescinds the shutdown.

To the extent allowed by law or government order, and/or either Party's reasonable determination of risk to public health or safety, the Parties agree to negotiate in good faith the prompt pick-up or return of the Props

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2005

PRODUCER Insurance Agent Address City, State, Zip	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Production Company Address City, State, Zip	INSURER A: Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS							
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	NUMBER	DATE	DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000							
		GENL AGGREGATE LIMIT APPLIES PER:											
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC											
		A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE	NUMBER \$500 EACH AUTO/\$1 MIL AGG. 10% OF LOSS \$1,000 MIN / \$5,000 MAX	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$					
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$					
				A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NUMBER	DATE	DATE	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below									<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												
A		OTHER PROPS, SETS & WARDROBE ALL RISK POLICY REPLACEMENT COST	NUMBER	DATE	DATE	\$1,000,000 LIMIT \$2,000 DEDUCTIBLE COVERAGE INCLUDING LOSS OF USE							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GREEN SET IS ADDED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS THEIR INTEREST MAY APPEAR, BUT ONLY AS RESPECTS CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. THIS INSURANCE SHALL BE PRIMARY, THIS INSURANCE INCLUDES A WAIVER OF SUBROGATION IN FAVOR OF GREEN SET, INC. AS RESPECTS GENERAL LIABILITY AND WORKERS COMPENSATION.

CERTIFICATE HOLDER

GREEN SET, INC
11617 DEHOUGNE STREET
NORTH HOLLYWOOD, CA 91605

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE SIGNATURE

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Green Set, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 11617 Dehougne Street		Requester's name and address (optional)
6 City, state, and ZIP code North Hollywood, Ca. 91605			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
9	5	-	4	3	6	4	7	6	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Allyson Campbell</i>	Date ▶	1/1/2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

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

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

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

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.