

Booking Agent: Kailey Edgerton

Issue Date: 11/19/25



Agreement made this date, November 19, 2025 by and between **Sunshine Down Productions** (hereinafter referred to as Artist) and **Village of Romeoville** (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

Artist Everclear
Date Thursday, August 6, 2026
Venue RomeoFest 1050 W Romeo Rd, Romeoville, IL, 60446, United States

1. Deal Terms

The Purchaser hereby agrees to pay Artist **\$45,000.00 FLAT Guarantee**, **PLUS Purchaser to provide a \$3,500.00 Hotel and Ground Buyout** for the Performance(s).

2. Additional Terms

PLUS Purchaser to provide and pay for backline per Artist requirements.

Purchaser to provide and pay for high quality Sound and Lights per Artist specifications.

Purchaser to provide and pay for hospitality per Artist requirements.

STAGE SIZE: **55'x33'**

This is an outdoor event. Artist to be paid in full rain or shine.

3. Event Details

Venue Capacity	3000
Talent Buyer	Fred Brennan fredbrennan-tba@outlook.com 312-296-8924
Production Contact	Scott Flaws scottflaws@hotmail.com 708-529-8215
Marketing Contact	
Event Type	Festival
Billing	Festival - Headline
Minimum Age	TBD
Performance Length	75 - 90 Minutes
Additional Acts	Support TBD
Radius Restrictions	Artist will not publicly perform without consent from Purchaser within 60 miles, 28 days prior to or 32 days after the event.
Merch	Hard: 100% Soft: 100% Artist Sells
Announcement	
On Sale	
Schedule	8:30 PM Everclear 10:00 PM Curfew

4. Payment Schedule

Payments for the Performance(s) are to be paid on the following payment schedule. Additional transaction fees may apply.

Deposit	due 12/30/25	\$ 22,500.00
Balance	due day of	\$ 26,000.00

Deposit: To be paid to Reliant Talent Agency, LLC. Payment to be made by Wire Transfer, ACH Bank Transfer or Check.

Balance: To be made payable to Sunshine Down Productions. Method of payment to be advanced with Artist.

Reliant Talent Agency Wire Info:

Account Name: Reliant Talent Agency, LLC
Bank: ServisFirst Bank
Bank Address: 401 Meridian Street, Suite 100 - Huntsville, AL 35801
Account #: 5001187573
Routing #: 062006505

Reliant Talent Agency Check Info:

Make check payable to: Reliant Talent Agency, LLC
Mailing Address:
1610 West End Avenue, Suite 120
Nashville, TN 37203

Contract Due: December 19, 2025

5. Ticket Scaling

Ticketing Notes: Free Show - No Ticket Scaling

6. Approved Production Expenses

The following expenses must be reviewed and approved by the Artist.

EXPENSES

TOTAL EXPENSES

Fixed Expenses	\$ 0.00
Variable Expenses	\$ 0.00
Promoter Profit	\$ 0.00
Split Point	\$ 0.00

DEAL CALCULATIONS

Net Potential	\$ 0.00
Total Est. Expenses	\$ 0.00
Amount to Split	\$ 0.00
Walkout Potential	\$ 45,000.00

7. Artist's Compensation

If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser. **FREE SHOW**

8. Balance of Guarantee

The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

9. Overages

~~All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.~~ **FREE SHOW**

10. Royalties

Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

11. Work Permits and Visas

~~Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement, (ii) shall have the right to retain all monies previously paid by Purchaser, and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.~~ **The Village of Romeoville WILL NOT obtain work permits or work visas.**

12. Confidentiality

Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative. **ILLINOIS FOIA applies to Village.**

13. Artist's Right to Payment of Guarantee in Advance

If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

14. Billing

Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

15. Stage Seats

It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

16. Promotion

Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative. **ARTIST will work with PURCHASER to develop mutually satisfactory advertisement and promotion of the engagement. Requested meet and greet/photo op for Mayor and Village Board**

17. Insurance

Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. ~~In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.~~

18. Artist's Cancellation

Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

19. Security

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

20. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the Artist. **ARTIST acknowledges cell phones. PURCHASER is not responsible for patrons use or possession of use.**

21. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

22. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

23. Merchandising

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, stickers or other merchandise on the premises of the Place of Performance during the Date of the Performance, without any participation in proceeds by Purchaser, subject however to concessionaire's requirements if any.

24. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

25. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

26. Prevailing Party

If any legal action or other proceeding is brought for any breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

27. Force Majeure

If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; epidemic, acts of public enemy; acts or orders of governmental authority; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

Both Artist and Purchaser acknowledge the existence of, and the current state of the COVID-19 pandemic at the date of this Agreement. Due to this acknowledgement, the mere existence of the COVID-19 pandemic will not be considered a Force Majeure event.

28. Inclement Weather

Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

29. Limitation of Liability

In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

30. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

31. Governing Law

This Agreement shall be governed by and subject to the laws of the State of Tennessee, without giving effect to any choice or conflict of law provision.

32. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

33. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

34. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, ~~AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.~~

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Reliant Talent Agency, LLC nor its officers nor its employees are parties to this contract in any capacity and that neither Reliant Talent Agency, LLC nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ACCEPTED AND AGREED TO:

Village of Romeoville



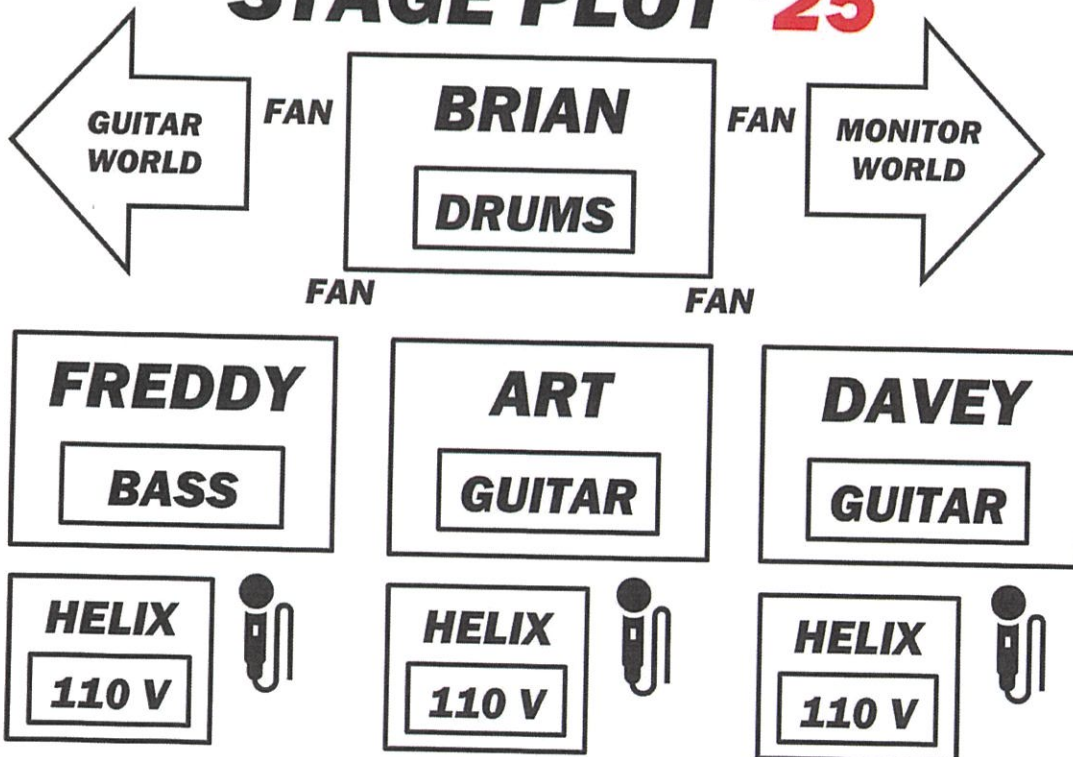
Dawn Caldwell
Village of Romeoville
1050 W Romeo Rd
Romeoville, IL, 60446, United States

Sunshine Down Productions

Sunshine Down Productions
Everclear
Joey Waterman

EVERCLEAR

STAGE PLOT '25



TWO MONITORS NON- ACTIVE CENTER STAGE

EVERCLEAR PERSONAL APPEARANCE RIDER - 2025 Fly Dates

THIS RIDER IS ATTACHED TO, AND MADE PART OF, THE CONTRACT BY AND BETWEEN SUNSHINE DOWN PRODUCTIONS, INC f/s/o EVERCLEAR (HEREINAFTER REFERRED TO AS ARTIST) AND _____ (HEREINAFTER REFERRED TO AS PURCHASER) FOR ARTIST'S APPEARANCE:

Attached, please find the contract rider covering the necessary provisions for the EVERCLEAR engagement. The Purchaser should study this rider and make the necessary arrangements for these provisions.

The purpose of this rider is to assure the Purchaser, Artist, and the audience the best possible performance situation, NO DEVIATIONS OR ELIMINATIONS from this rider shall be made without written approval by Artist's Management. Should you feel that changes are necessary, you are to immediately call the Artist's Management:

ARTIST'S MANAGEMENT:

Villam Artist Management
Gary Schwindt
+44 7984 960417 mobile
gary@villamrocks.com

Day to Day Operations:
Joey Waterman
615-397-6641 mobile
joey@villamrocks.com

TM/FOH/PM
Joe Phillips
312-975-5768
joeptouring@gmail.com

Merchandise Manager
Freddy Herrera
818-929-0522
freddy@villamrocks.com

Please be advised! ANY CHANGES MADE WITHOUT THE APPROVAL OF ARTIST'S MANAGER SHALL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT and will be considered by Artist as a cancellation by purchaser of this or any previous agreements (written or oral). In the case of such a cancellation,

any binders or deposits which may be or have been received by Agency or Artist in connection with such agreement(s) shall be FORFEITED BY PURCHASER to ARTIST.

SURCHARGE

In the case where there is a surcharge (such as parking, restoration, maintenance, etc.) over and above the admission price, then and therefore all print advertising and the face of the tickets shall prominently display the admission price and the surcharge and clearly indicate to the public what the surcharge is for. Should this clause be violated, any and all surcharge funds shall be considered part of the ticket

price, thereby raising the gross potential. Any increase in the gross over and above gross potential as stated on the face of the contract will result in Artists right to receive 100% of gross over the gross potential on the face of the contract. Deletion of or any changes in this clause shall be considered a breach of contract and may result in cancellation by Artist and forfeiture of deposit(s) with no liability to the Artist.

BILLING FESTIVAL BILLING

Artist shall receive 100% SOLE EXCLUSIVE HEADLINE BILLING as EVERCLEAR, in any and all advertising and publicity, including, but not limited to radio and television advertising, newspapers, trade advertisements, fliers, posters, and billboards for the engagement. ALL MARQUEES OR SIGNS AT THE FACILITY MUST CONTAIN THE FOLLOWING BILLING ON THE DAY(S) OF THE ENGAGEMENT(S) AND NO OTHER NAME(S) SHALL APPEAR ABOVE SAID BILLING. **Please Note!** When more than one co-headliner act is appearing on the

same bill, the Artist must always appear on the left side only. The Artist's performance shall be approximately **seventy-five to ninety (75-90) minutes**, and Artist will always close the show unless it is mutually agreed upon otherwise.

SUPPORT ACTS

~~No master of ceremonies, announcer or any other performing Artist shall appear in conjunction with the advertisement of this performance without prior WRITTEN APPROVAL of Artist's Management. Any support acts will be required to set up in front of the Artist's musical equipment. There will be NO sharing of backline. The Village retains full discretion to book local or regional performers in conjunction with or adjacent to national performances without requiring additional consent. Artist and Purchaser will mutually agree to lead in act, only.~~

ENDORSEMENTS

ARTIST acknowledges that PURCHASER will have facility and event sponsors and that these do not imply association with or endorsement by ARTIST. The name and likeness of the Artist may not be used or associated directly or indirectly with a product (whether sold at a concession or elsewhere) or service without the Artist Management's prior WRITTEN CONSENT.

Purchaser shall not make any commitments for personal interviews, personal appearances, or any other type of promotional activities for the Artist in connection with any engagement here under or otherwise without prior WRITTEN CONSENT of the Artist or the Artist's Management. Purchaser agrees to use art work and/or photographs provided to the Purchaser by the Artist or Artist's Agency in all print advertising and other visual promotional material relating to any engagement here under.

PERFORMANCE REPRODUCTION

Purchaser shall not permit any person or entity to professionally record, broadcast, film, or tape in any manner whatsoever, for any media whatsoever, any performance of the engagement here under or any portion thereof without the express prior WRITTEN CONSENT of the Artist's Management. In addition, the Purchaser shall not allow the use of personal flash or video cameras or personal tape recording equipment during any portion of the performance. **ARTIST acknowledges cell phones. PURCHASER is not responsible for patrons use or possession of use.**

CONCERT HALL LEASE

~~No provision contained in any concert hall lease, which is inconsistent with any provision of this Agreement or any Rider of Exhibit hereto, shall be binding on Artist unless Artist's Management consents~~

~~in-writing-thereto.~~

COMPLIMENTARY TICKETS

The Artist shall receive a minimum of twenty-five (25) complimentary tickets with ALL ACCESS passes per show.

REPRESENTATION and WARRANTY of PRODUCER

Purchaser represents and warrants that it is at the present time, or will be, the owner or operator of, or has or will have a valid lease (executed in its own name) upon, the place(s) of performance of the date(s) and at all times set forth in this Agreement, proof of which will be given to artist upon request. The person executing this Agreement on Purchaser's behalf represents and personally assumes liability for the payment of all sums due to Artist here under Purchaser warrants that he has the right to enter and fully perform this contract and is of legal age to enter into a binding contract.

DEFAULT by PURCHASER

If Purchaser refuses or neglects to provide any of the items required of Purchaser here under, or fails or refuses to proceed with the presentation of the engagement(s) which is/are the subject of the Agreement and/or fails to furnish the type, size or exact sound, lighting, and musical equipment requested by Artist, then in any such events: (a)Artist or Artist's representative at Artist's sole discretion, may terminate this Agreement without liability of any kind to Purchaser; (b)Artist shall have no further obligation to perform this Agreement; (c)Artist shall retain all amount therefore paid to Artist by Purchaser; (d)Purchaser shall remain liable to Artist for any additional compensation herein provided; (e)Artist shall also be entitled to exercise any and all remedies available to artist in law or in equity.

ANTICIPATORY BREACH

If on/or before the date of any scheduled performance here under, the financial standing's and/or the credit worthiness of the Purchaser has been impaired or deemed unsatisfactory by Artist, the Artist shall have the right to demand payment forthwith of the guaranteed compensation specified herewith, and if Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement without liability of any kind to Purchaser. In the event of such cancellation, Artist shall have no further obligation to Purchaser and shall retain any moneys therefore paid to Artist by Purchaser.

FORCE MAJEURE

In the event of any illness or accident affecting Artist, or if a performance is rendered impossible or not feasible by any FORCE MAJEURE event or any other event not within the control of Artist (including, but not limited to accident, fire, riot, civil disturbance, strike, lockout or other labor dispute, Act of God, order, rule, regulation or act of any governmental authority, absence of power or any other essential services, failure of technical facilities, failure or delay of transportation facility(ies), the parties hereto specifically agree that: (a)all of Artist's obligations as to the performance affected shall be waived; and (b)neither party hereto shall have any claim to damages with respect to the affected performance(s). Provided that artist is ready, willing and able to perform pursuant to the terms hereof, payment of any guaranteed compensation here under, shall be not with standing that inclement weather may render performance(s) impossible or not feasible.

INDEPENDENT CONTRACTOR

Artist signs this Agreement as an independent contractor and not as an employee of producer. This Agreement shall not in any way be construed to create a partnership or any other joint undertaking or venture between the parties hereto, and neither party shall become liable for any representation, act or omission of the other.

CANCELTATION

In the event of a conflict, Artist may cancel the engagement here under or any part thereof without liability by giving Purchaser at least thirty (30) days WRITTEN NOTICE. ~~Artist agrees that notwithstanding any other term of this agreement, Purchaser may cancel this agreement by providing 7 days' written notice prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Purchaser shall be liable to compensate Artist in the total amount of \$22,500.00, which may be effectuated by Artist's retention of the deposit paid to Artist by Purchaser in such amount pursuant to paragraph 4 hereof.~~

TICKETS

~~Purchaser may not give away, in complimentary tickets, more than 1% of the capacity of the venue, plus complimentary tickets required by the Artist. If the Purchaser violates the ticketing agreement from page two (2), the Purchaser shall be liable for the total amount of tickets sold at the highest price printed on the tickets. All tickets shall be printed by a bonded ticket house or if the performance is at a college or university, the official printing department of the university or college. Request for complimentary tickets over and above Artist's allotment must be made in writing to Artist's Management no later than fourteen (14) days prior to the date of the engagement. All ticket stubs and unsold tickets shall be retained by Purchaser for a period of ninety (90) days from the performance during which time representative of Artist shall have the right to count and examine, and further, the right to inspect the books and records of Purchaser with respect to the percentage payment. Purchaser is liable for any and all counterfeit tickets and under no circumstances will Artist assume a loss on these tickets. Purchaser agrees not to discount tickets or to offer tickets at a premium without first obtaining permission in writing from Artist. If Purchaser does sell or distribute discounted and/or complimentary tickets without such prior approval, or in excess of the number permitted, he shall be liable for the full ticket price of each ticket sold or distributed. If there is any assessment of tax by a taxing authority on Artist for any moneys earned during the performance, said tax is to be paid by Purchaser. It is fully understood and agreed that no deductions whatsoever are to be taken from the contracted price contained herein or from any percentages earned here under.~~ **FREE**

SHOW

PERCENTAGE PAYMENTS **FLAT FEE**

~~With respect to performances(s) where Artist is being paid solely based upon a percentage, the following provisions shall be in effect.~~

~~(A) Purchaser understands and agrees that the contract is computed on the basis of estimates for the total expenses received from Purchaser. A list of these estimated expenses is to be attached hereto. Purchaser further agrees that no increase of these expenses will be allowed without prior written approval of Artist.~~

~~(B) Purchaser agrees to provide the authorized agent of Artist with a copy of the ticket manifest and expenses immediately prior to the opening of the box office on the date of the engagement. In the case where ticket prices vary according to the same, the Purchaser will obtain different color tickets for each type and price to be sold. Purchaser will present to the Artist's representative a statement of the~~

~~number and prices of all tickets sold in advance (prior to box office opening on day of engagement) along with all of the unsold pre-show day tickets.~~

~~(C) Artist shall have the unrestricted right to designate one or more of its employees to enter the box office at any time before, during, or after the engagement to examine and extract the Purchaser's box office records to verify compliance by the Purchaser with its obligations set forth in the Agreement. The Purchaser shall have all unsold tickets on hand at the engagement for counting and verification by a representative of the Artist. The Artist shall be compensated for all seats for which there is not an unsold ticket on hand with the sole exception of the complimentary tickets stipulated previously.~~

~~(D) All percentage payments provided for herein shall be paid to the Artist or representative of Artist prior to the performance IN CASH.~~

~~(E) Percentage payments provided here under shall be accompanied by a written, signed statement from Purchaser together with a certified invoice for each expense incurred for the production of the engagement. This shall include a copy of the hall contract. All expenses will be compared with the expense breakdown previously furnished by the Purchaser, and all expenses unverified and/or not approved in writing by Artist prior to the attributable to this engagement, and therefore will be the Purchaser's personal responsibility.~~

~~(F) If this Agreement totals less than estimated, the expenses will be reduced by the difference between the total listed costs and the actual costs as established to the reasonable approval of Artist's auditor based on the books, record, paid bills maintained in connection with the event. Under no circumstances will the expenses be increased without prior written approval from Artist.~~

~~(G) If there is an assessment of tax by any taxing authority on Artist for moneys earned during this engagement, said tax is to be paid by Purchaser. It is fully understood and agreed that no deductions are to be taken from the contract price or from any percentages earned here under.~~

VENUE SECURITY- Purchaser shall guarantee proper security at all times to ensure the safety of Artist, Artist's entourage, instruments and wardrobe. Security shall commence upon arrival at the venue and shall continue until Artist and Artist's equipment is completely removed from the venue following the performance.

STAGE- Purchaser shall provide ample security in the stage area to keep persons not directly connected with the performance clear of the stage area. Only those persons designated by the Artist and/or Artist's representative shall have access to the on stage or backstage area at any time.

GROUND TRANSPORTATION BUYOUT

~~Purchaser agrees to provide and pay for the following ground transportation for the duration of the engagement from arrival until departure:~~

~~Two premium SUVs or two passenger vans or one small shuttle bus with cargo in the back.~~

~~One licensed driver.~~

~~Please forward the drivers name and PH# to the Tour Manager for contact upon arrival.~~

~~All schedule and destination information can be arranged in advance with Artist's Tour Manager.~~

HOTEL BUYOUT


~~When Purchaser is providing and paying for hotel accommodations, all arrangements must be pre-approved by Artist's Tour Manager. Accommodations are as follows: One (1) Deluxe Suite, 6 Single Kings. Do not make or finalize any hotel arrangements without approval of Artist's Tour Manager. In the event of a private or corporate engagement at a hotel ballroom all accommodations must be provided at the same hotel as the event. Placing the Artist at an unauthorized or substitute hotel will constitute a breach of contract.~~

AIRFARES and TRAVEL BUYOUT

~~The Purchaser is asked to understand the problems and strain of traveling and touring. Flights between cities, plus ground transportation on each end, and all the difficulties associated with modern travel are, at best, tiring, often stressful and when changing time zones, even disorienting. When associated with the stress of same day rehearsals, sound checks and performances, each day's events are usually hectic and demanding.~~

~~The Artist's desire to be as cooperative as possible and to provide the very best performances(s) of which they are capable. Therefore, all travel arrangements need to be made with certain parameters in mind.~~

~~WHEN THE PURCHASER IS PROVIDING AND PAYING FOR AND BOOKING FLIGHTS, ALL ARRANGEMENTS MUST BE PRE-APPROVED BY ARTIST'S TOUR MANAGER PLEASE KEEP THE FOLLOWING IN MIND:~~

- ~~1. All air fares are to be non-restricted and fully refundable.~~
- ~~2. There are to be no  sponsorship@ airfares without the Artist's Management written approval.~~
- ~~3. All flights must be in and out of full service jet ports. Commuter flights and turboprops are not acceptable. Therefore, plan the flight and ground transportation accordingly and in coordination with Artist's Tour Manager.~~
- ~~4. Should it be agreed that the purchaser will make the ticket purchase, the flights should always be the most direct and convenient possible.~~

CATERING: ALL CATERING MUST BE APPROVED BY ARTIST'S TOUR MANAGER.

LUNCH & DINNER; BUYOUT

~~A buyout is preferred to cover meals for band & crew - buyout 50 x 7 = \$350 covers lunch & dinner. If catered: Times to be arranged by tour manager during the advance. A lunch for 7 people should be provided before afternoon sound checks & Dinner @ tour managers discretion THESE MEAL COUNTS ARE FOR THE ARTIST ENTOURAGE ONLY! ALL CATERING MUST BE APPROVED BY TOUR MANAGER.~~

STAGE SUPPLIES:

12 Duracell AA batteries
10 NEW black stage towels
24 case room temp water

DRESSING ROOMS: ARTIST to utilize Entertainer Coach Bus provided by PURCHASER.

~~Purchaser agrees to provide 2 first class dressing rooms.~~

~~Rooms should be clean, comfortable and odor free with adequate lighting and heating. / Air conditioning. should also have hot and cold running water, private shower, and lavatory.~~

ROOM FURNISHINGS:

Showers located in Village Hall Basement

~~10 chairs~~

~~2 couches~~

~~1 large table~~

~~1 full length mirror~~

~~1 clothes hanger bar w/ 10 hangers~~

~~1 large, lined trash can~~

~~6 bath towels and bars of soap (if showers are available)~~

~~Coffee cups w/ lids~~

Electric hot water tea kettle ← Very important

PLEASE SHOP @ LOCAL GROCERY (KROGER, ALBERTSONS, MARIANOS, HEB, FIESTA) PLEASE AVOID SHOPPING AT WALMART IF POSSIBLE

PLEASE HAVE RIDER READY AND AVAILABLE @ LOAD IN

FOOD & BEVERAGES:

1 x PLATTER of Fruit - (**XTRA-WATERMELON**)

1 x Pound Peppered Turkey (Fresh from Deli BOARDS HEAD)

1 X 1.5 Pound Honey Ham (Fresh from Deli BOARS HEAD)

1 X Sliced White American Deli Cheese (BOARS HEAD)

1 x head of romaine lettuce, NOT chopped.

1 x tomato (PRE - Sliced)

1 x loaf multigrain fresh cut bread

1 X loaf white fresh cut Italian bread - not wonder bread

1 x large bag white corn tortilla chips (Organic preferred)

1 x bag of beef jerky (Organic preferred)

1 x bag of Doritos (nacho cheese, cool ranch, sweet chili)

1 x bag of Smart Pop popcorn (White cheddar preferred)

1 x boxes of Kind bars or equivalent

1 x box Granola Bar variety pack (smores, oatmeal raisin)

1 x container of mixed nuts (Salted)

1 x container of guacamole

1 x cranberry chicken salad - individuals preferred (tub is fine)

1 x roastery chicken - hot/warm from deli section

1 x 10-15 pack strawberry or raspberry un-crustables

1 x Grain mustard & Mayo (Bottles or Packets are fine)

1 x bottle sweet baby rays bbq sauce - regular

6 x chocolate muscle milk

4 x cans of sugar free Red Bull energy drinks.

2 x case of spring water. 1 case CHILLED 1 case @ ROOM TEMP

capable of flying (D&B, L'Acoustics, VTX-or similar quality) with a minimum of 2 strong Center Fills, 4 fills is preferred.

The PA must have sufficient power for full, even coverage to all seats and able to produce 105DB (A weighted) of clear undistorted SPL at the mix position. Subs & Front fill on matrixes is preferred.

Provisions must be made for delay speakers in most ballroom or corporate concerts when requested.

The sound console must be located as close as possible to the center of the venue, no more than 75' from the stage, on a riser and covered only if necessary. The mix position should have a clear line of sight of the performance area. The Artist's sound engineer shall have unrestricted all area access to and complete control of the sound console during the Artist's sound check and performance.

MICROPHONES AND STANDS

All microphones and stands to be provided as per Artist's input list. All should be in perfect working condition and vocal mics, if needed, must be clean and free of all debris. All stands must be in good condition and able to tighten all moving parts to avoid stand from moving during show. Please have extras on hand just in case. Please bring more than enough cables of all sorts. All cabling must be routed to insure a clean, trip hazard free stage. Cable runs that cross-stage entrances must be taped down or covered to safely allow people to cross.

F.O.H.:

1 Band travels w. FOH & MONITOR CONSOLES

1 iPod cable - for house and walk on intro music.

1 CAT 5e/6 from FOH > stage (MUST BE cat5e/6)

1 PA capable of clean, un-distorted sound at 105db at F.O.H. (A-weighted)

The house will provide all necessary microphones, mic stands and cables.

Monitors: *Wedges in all positions will be for back up and for opener. We bring our own monitor console (Midas M32 C) and will only require an analog split.*

4 Floor Wedges (12" with 2" Horns preferred) 3 across the front and 1 on the drum riser. We will have outputs from our console for the floor wedges.

We will require the first 20 channels from the fan out from house monitor world to go into our monitor system.

Lighting: No Yellow or Pink Gels and NO Spots PLEASE!!!

60 1000k PAR 64's - 15 upstage, 45 downstages. Up lighting for the backdrop. -Cans or similar.

8-12 movers. (MAC or similar) 4-8 audience lights (Blinders)

1 Lighting controller with at least 20 scene presets (Grand MA, Avolites)

1 Professional and sober L.D.

NO Spotlights please!!!

NO fog for our set please!!

Due to the variety of venues, the lighting requirements will be based upon the limitations of the venue. The lighting position must be on the mix platform. Our F.O.H. engineer will verbally assist the L.D. with scene changes and cues.

Stages- should be taped across the downstage edge and stairs.

Performance Stage: 60' x 40' x 5' - The surface is to be secure, smooth, and free of holes or protrusions. The stage is to be masked in black. If the show is outdoors, it must be covered and free of leaks on the top, back and sides. Stairs mid stage left, and mid stage right are required.

Drum Riser: 8' x 8' x 2' - To be located upstage Center on performance stage, with a 4' clearance from the back of the performance stage. The drum riser should be masked in black.

Guitar World: 10'x10' space COVERED WITH SIDES IF OUTDOORS (Stage Right preferred)

Monitor World: 10'x10' space COVERED WITH SIDES IF OUTDOORS (Stage left preferred)

F.O.H. Mix Platform: 12' x 12' x 2' - The mix platform should be 75' in front of the performance stage center. Please provide 3 chairs at this position. The platform is to be masked in black. If the show is outdoors, this position must be covered and free of leaks on the top, back and sides. The back and sides must be easily removable.

EVERCLEAR 25'

MUSICAL EQUIPMENT BACKLINE

- ***Per contract: Purchaser to provide and pay for the following backline equipment.***
All equipment must in good working condition. Backline technician must be present from load in through load out. Tech must also be familiar with all provided equipment.
- ***Please include a 24 x AA HIGH QUALITY BATTERIES PROCELL OR SIMILAR***
- ***(4) small folding tables***
- ***(6) 30 ft. 1/4" Guitar cables***
- ***(6) 5 ft. 1/4" Guitar cables***
- ***24 CHANNEL ANALOG COPPER SPLIT – SHORT TAILS***
- ***(4) Guitar Stands***
- ***(6) Slot Guitar Boat – Ultra Case Or similar***
- ***DW MAPLE 24" Kick (Power stroke head)***
- ***DW MAPLE 6.5 X 14 INCH Brass snare (Black Beauty or DW comparable, 2 ply coated Remo Emperor-X)***
- ***DW MAPLE 13" Rack Tom (Remo Emperor Clear head) (Places on snare stand)***
- ***DW MAPLE 16" Floor Tom (Remo Emperor Clear head)***
- ***22" Zildjian A Medium Ride Cymbal (no thick Ping ride)***
- ***19" Crash (Med. Zildjian K or A Custom)***
- ***20" Crash (Med. Zildjian K or A Custom)***

1 x case of spring water. – BY STAGE
1 x half gallon Non-sweeten Almond Milk (Chobani)
1 x 12 pack flavored seltzer water –spindrifft or bubbly
1 x 12 pack Diet Coke
1 x 12 pack Mountain Dew Baja Blast (regular is OK substitution)
1 x 12 pack of lite domestic beer (Coors, Budweiser, or Miller)
1 x 6 pack of non- alcoholic beer (O' Doulos or Budweiser Zero)
1 x plastic knives, paper plates, paper towels & ice

ANY DEVIATIONS OR ELIMINATIONS OF THE ARTIST'S DRESSING ROOM REQUIREMENTS MUST BE APPROVED BY THE ARTIST'S TOUR MANAGER.

REHEARSAL AND SOUND CHECK

Artist requires a minimum of 2 hours to set up and line check and ~~30 minutes to sound check with the band~~ (often less, 2-3 songs, if everything is working) prior to the opening of doors.

Soundcheck is to be closed to the public. All unauthorized persons shall be asked to leave the venue until the completion of soundcheck. **Sound check will need to take place prior to Fest opening at 5pm.**

PRODUCTION OFFICE

Purchaser to provide one private room for the exclusive use of the Artist's production staff and tour manager. This room shall have two (2) unrestricted outside phone one (1) fax line, and **access to high-speed internet** where available. Internet connection may either be wired or wireless. Adequate heating, lighting, air conditioning and electrical outlets. The key for this room must be surrendered to the tour manager upon his arrival. **Located inside Village Hall.**

LOCAL LABOR

Purchaser to provide a minimum of 2 stagehands to assist with load in set up strike of Artist's equipment. ~~Also, 1 runner with a vehicle and good knowledge of local area will be needed from arrival at venue until departure following the show.~~ **BUYOUT**

SOUND, LIGHTING AND MUSICAL EQUIPMENT

All sound, lighting, video, and musical equipment is to be supplied at the PURCHASER'S expense. The purchaser is asked to understand the technical complexity of a show of this size and the difficulty involved when using different rental equipment daily. For this reason, the purchaser is asked to contact Artist's Tour Manager to discuss all technical matters. The Artist works with certain companies exclusively and when on a touring concert schedule there is the opportunity to save substantial cost on rental fees and labor costs by contacting the Artist's production company at least 21 days in advance to discuss fulfilling the technical portion of the Artist's Personal Appearance rider.

HOUSE SPEAKER SYSTEM

The main sound system should be a 4-way stereo, actively crossed over or processed type system

- *Pair 15" High Hats (Zildjian K or A Custom)*
- *(8) Heavy-Duty DW Cymbal Boom Stand*
- *(2) Snare stands (1 is for rack tom)*
- *Heavy-Duty DW 5000 Series High Hat Stand*
- *(2) DW 9000 SINGLE Kick Pedal – one is back up*
- *Heavy-Duty Drum Throne*
- *Moon Gels or Similar*
- *8 X 8 Black Drum Carpet*
- *8 X 8 X 2 DRUM RISER*
- *4 Sets of Vader Drumsticks - Smitty Smith's Power Fusion, if unavailable, 5b Acorn Tip OK*
- *(3) Sandbags (for weight on the kick drum legs)*
- *(5) Lasko blower fans or similar*
- ***THIS MUSICAL EQUIPMENT IS RENTED FOR THE SOLE USE OF EVERCLEAR! UNDER NO CIRCUMSTANCES WILL ANY OTHER ACT BE ALLOWED TO USE THIS EQUIPMENT WITHOUT WRITTEN PERMISSION FROM THE ARTIST'S MANAGEMENT. NO SUBSTITUTIONS OR ELIMINATIONS ARE ACCEPTED FOR ANY REASON. ARTIST'S MANAGEMENT TO HAVE FINAL APPROVAL OF PROVIDER.***

THIS MUSICAL EQUIPMENT IS RENTED FOR TO SOLE USE OF
 EVERCLEAR! UNDER NO CIRCUMSTANCES WILL ANY OTHER ACT BE
 ALLOWED TO USE THIS EQUIPMENT WITHOUT WRITTEN PERMISSION FROM
 THE ARTIST'S MANAGEMENT.
 NO SUBSTITUTIONS OR ELIMINATIONS ARE ACCEPTED FOR ANY REASON.
 ARTIST'S MANAGEMENT TO HAVE FINAL APPROVAL OF PROVIDER.

Employee warrants and represents that he has the right to enter into this agreement and is of legal age. The above, together with all additions hereto attached, constitutes the sale, complete and binding Agreement between the parties here to Agreed to and Accepted by:

Sam Caldwell

Purchaser

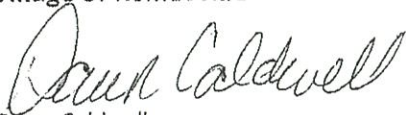
1-14-20

Date

This ARTIST rider is part of the attached contract for the engagement specified above. By signing, you agree to provide ARTIST with all items and services as specified. Any breach of the terms and conditions of this rider is a breach of contract which may result in ARTIST's refusal to perform without releasing PURCHASER from their obligation to pay ARTIST.

ACCEPTED AND AGREED TO:

Village of Romeoville



Dawn Caldwell
Village of Romeoville
1050 W Romeo Rd
Romeoville, IL, 60446, United States

Sunshine Down Productions

Sunshine Down Productions
Everclear
Joey Waterman

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. Sunshine Down Productions, 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. <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. c/o LLBM, 5950 Canoga Ave., Ste 510	Requester's name and address (optional)
6 City, state, and ZIP code Woodland Hills, CA 91367	
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	
2 0 - 2 1 1 3 9 8 5	

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ 1.1.25
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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 . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> 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), ABL 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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 ⁴
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)(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.