



**MORTGAGE
CONNECT**

Close With Confidence

Abstractor Setup Package

Mortgage Connect, LP.

260 Airside Drive, Moon Township, PA 15108

Phone: (866) 789-1814 Fax: (866) 789-1845

<http://www.mortgageconnectlp.com>



Abstractor Setup Package

Dear Abstractor:

Thank you for your interest in becoming an approved abstract provider for Mortgage Connect. We are always in search of qualified and knowledgeable professionals who are able to provide the best services to our valued clients.

As an approved abstractor, you will be responsible for completing and delivering the title search orders within specified timeframes. You must confirm receipt and advise Mortgage Connect of timeframe for every order. All title assignments will be sent with an Abstractor Call Back Sheet which should be utilized in the completion of the assignment.

In order to maintain the highest level of quality, Mortgage Connect requires all abstractors to go through an extensive approval process. Attached please find our New Abstractor Set Up package for your review. In order to be added to our database of approved vendors, you will need to complete and return this package and provide copies of all necessary documentation.

We will need:

- Summary of your coverage area and fees
- Photocopy of the declaration page from Errors and Omissions policy, if applicable. If you do not carry E & O, please notate on your return package.
- List of professional references
- Signed copy of our Independent Vendor Services Agreement and W-9
- Supplier Diversity Checklist

If you have any questions, please call 1-866-789-1814 to contact Lena Cataldo at x542 or Cathy Manges at x512. We look forward to establishing a strong business relationship with you.

Sincerely,

Tom Garner
Vice President, Operations



Contact Information	State: _____ Main County: _____
	Name of Company or Individual Abstractor: _____
	Primary Contact: _____
	Address: _____ _____
	Mortgage Recording Address: _____ _____
	Phone # _____ Fax # _____
	Cell # _____
	Courthouse Phone # _____
	Email Address: _____
	Web Address: _____
E&O/Technology	Does abstractor have E & O Coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No
	E & O Insurance Provider: _____
	Policy #: _____ Amount: \$ _____ Exp. Date: _____
	Technological Capabilities:
	<input type="checkbox"/> Email Access <input type="checkbox"/> Internet Access <input type="checkbox"/> Ability to Scan Docs
E&O/Technology	Delivery of Orders:
	Which do you prefer? <input type="checkbox"/> Email <input type="checkbox"/> Fax



Products and Fees	Primary Counties:	_____	
	Additional Counties:	_____	
	Note: Please include copy fees for Deed and Plat Map in Primary Fee Quote		
	Products and Fees	Primary Fee	Turn time
	Deed Copy Search	\$ _____	_____
	Certified Copy Mtg./DOT	\$ _____	_____
	Property Search/Current Owner Search	\$ _____	_____
	Institutional Search w/ E&R	\$ _____	_____
	20 Year Search w/E&R	\$ _____	_____
	2 Owner Search w/E&R	\$ _____	_____
Full Search w/E&R	\$ _____	_____	
Recording w/ Bring-down	\$ _____	_____	
Recording w/out Bring-down	\$ _____	_____	
Update	\$ _____	_____	
Verify Recording/Assignment Info	\$ _____	_____	
Does your office complete commercial searches? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes:	Fee \$ _____	Turn time _____	
If no, can you refer someone? _____			

Background Information

Number of Years in Business: _____

If less than 2 years, please provide work history: _____

Associates	Years Experience
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List specific types of abstracting experience (i.e. current owner, institutional lender, etc.):

Is abstractor capable of performing closings? Yes No

Is abstractor a policy issuing agent for a Title Insurance Underwriter?

No Yes _____

(Name of Underwriter)



Abstractor Setup Package

References (Please complete company, contact and phone only.)

Company: _____ Phone #: _____
 Contact: _____ Spoke to: _____ Date: _____
 Number of years searching for company? _____
 Types of searches agent has completed? _____
 Has your company ever had a claim in result of work completed by company/abstractor?
 ___Yes ___No
 If yes, please comment: _____
 Comments on quality: _____
 Would you recommend this company/abstractor? ___Yes ___No
 Reference completed by: _____ Date: _____

Company: _____ Phone #: _____
 Contact: _____ Spoke to: _____ Date: _____
 Number of years searching for company? _____
 Types of searches agent has completed? _____
 Has your company ever had a claim in result of work completed by company/abstractor?
 ___Yes ___No
 If yes, please comment: _____
 Comments on quality: _____
 Would you recommend this company/abstractor? ___Yes ___No
 Reference completed by: _____ Date: _____

Company: _____ Phone #: _____
 Contact: _____ Spoke to: _____ Date: _____
 Number of years searching for company? _____
 Types of searches agent has completed? _____
 Has your company ever had a claim in result of work completed by company/abstractor?
 ___Yes ___No
 If yes, please comment: _____
 Comments on quality: _____
 Would you recommend this company/abstractor? ___Yes ___No
 Reference completed by: _____ Date: _____

In County/Counties Served:

- Are the records available online? Yes No
- Can you email or fax from the courthouse? Yes No
- Can you utilize your laptop in the courthouse? Yes No
- As of Date typically run? 1-day 2-day Month
 Behind by how much _____

Taxes

- Are taxes at county level current? Yes No
- If no, how can they be obtained? Verbal (over phone) Need written tax cert?

Recordation of documents for county/counties serviced:

- Will the county accept an abbreviated legal (i.e. lot, block, subdivision) or does it have to be a full legal? Abbreviated Full
- Same day recording date, book/page/inst#? Yes No
- Same day recording date, book/page/inst # issued next day? Yes No
- Drop off county, recorded documents sent back to the lender? Yes No
- Drop off county, recorded documents sent back to the abst? Yes No
- If noted as drop off county, please indicate approximately how long recording process may take: _____



INDEPENDENT VENDOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ by and between MORTGAGE CONNECT, LP (MORTGAGE CONNECT), having its principal place of business at 260 Airside Drive, Moon Township, PA 15108 and _____, an independent (CONTRACTOR) whose address is _____.

1. Services Rendered. MORTGAGE CONNECT may, from time to time and in its sole and absolute discretion, utilize CONTRACTOR's services to perform title searches, update orders, recordings along with other miscellaneous services requested by Mortgage Connect. Parameters will be explained on the order sheet provided on each request. CONTRACTOR shall comply with any and all instructions provided by MORTGAGE CONNECT. CONTRACTOR shall control CONTRACTOR's work and be solely responsible for the manner and details of CONTRACTOR's Services hereunder. CONTRACTOR shall return the completed orders to MORTGAGE CONNECT within the specific time frame set forth in the instructions. CONTRACTOR will advise MORTGAGE CONNECT of any inability or failure to complete any assignment as per the instructions provided to CONTRACTOR, immediately upon such inability or failure to complete the assignment as per the instructions

2. Compensation. In consideration to CONTRACTOR for the Services to be performed hereunder, MORTGAGE CONNECT shall pay CONTRACTOR the compensation set forth on vendor set up sheet hereto. MORTGAGE CONNECT will pay the same upon receipt of monthly invoice. .

3. Term of Agreement. This Agreement shall become effective on the date of execution hereof, and shall remain in force until terminated by either party. MORTGAGE CONNECT shall have the right to immediately terminate this Agreement in the event of any breach hereof by CONTRACTOR. In the event of any termination of this Agreement, all work-in-progress will be completed in accordance with the terms and conditions set forth herein. If CONTRACTOR fails to perform as aforesaid, CONTRACTOR will receive no fees, costs, or expenses.

4. Representation and warranties of CONTRACTOR.
CONTRACTOR hereby represents and warrants to MORTGAGE CONNECT that:

a. CONTRACTOR is and at all times during the term of this Agreement shall remain, duly licensed, as applicable, as an Abstractor in the jurisdiction(s) where CONTRACTOR will be performing Services under this Agreement. CONTRACTOR is



familiar with the duties of an Abstractor, and possesses the training and skills necessary to perform the Services hereunder.

b. CONTRACTOR possesses, and at all times during the term of this Agreement shall maintain, at his or her sole expense, errors and omissions insurance coverage in an amount of not less than \$250,000 per occurrence, and in the aggregate.

c. CONTRACTOR recognizes that timely performance of the Services is essential to the continued, efficient operations of MORTGAGE CONNECT's business. CONTRACTOR warrants that he/she will not respond to, or take, any assignment to perform Services hereunder unless CONTRACTOR can perform such Services in the time frame specified by MORTGAGE CONNECT. CONTRACTOR is required to remain in contact with MORTGAGE CONNECT regarding the status of each active job order assigned to CONTRACTOR.

7. Confidentiality. CONTRACTOR shall at all times maintain, as strictly confidential, any information received by CONTRACTOR from MORTGAGE CONNECT or from the mortgage lender, title company, or borrower in the course of performing the Services hereunder (the "Confidential Information"). CONTRACTOR will not, either during the term of this Agreement or at any time thereafter, use for CONTRACTOR's own benefit, nor disclose to any third party not entitled thereto, any Confidential Information without the proper written consent of the party who furnished the same. In particular, CONTRACTOR agrees to keep confidential, and not to use or disclose to any other party any Nonpublic Personal Information which it received from or on behalf of MORTGAGE CONNECT, or the mortgage lender, title company, or borrower, in the course of performing the Services hereunder, except as may be strictly necessary to enable CONTRACTOR to perform his/her duties and obligations under this Agreement. The term "Nonpublic Personal Information" shall have the meanings set for in Section 509 of the Gramm-Leach Bliley Act (P.L. 106-102)(15 U.S.C. §6809) and implementing regulations thereof. The provisions of this Paragraph 7 shall survive the revocation or termination of this Agreement.

8. Independent Contractor. It is understood by the parties hereto that CONTRACTOR shall at all times be deemed an independent contractor, and not an employee of MORTGAGE CONNECT. Except as otherwise set forth herein, CONTRACTOR shall be solely responsible for payment of all expenses incurred in performing the Services hereunder, as well as all federal, state and local taxes imposed on the compensation paid by MORTGAGE CONNECT. MORTGAGE CONNECT shall not make any withholding for such taxes from any compensation paid to CONTRACTOR. CONTRACTOR understands and acknowledges that in the event CONTRACTOR is paid in excess of \$600.00 in compensation under this Agreement in any



calendar year, MORTGAGE CONNECT will file a Form 1099MISC with the Internal Revenue Service and the appropriate state taxing agency(ies), and provide CONTRACTOR with a copy of the same, on or before January 31st of the following year. Concurrently with the execution of this Agreement, CONTRACTOR further agrees to execute an IRS Form W-9 to be provided by MORTGAGE CONNECT.

9. Miscellaneous.

a. Any notices required or permitted to be given by either party to the other party hereunder shall be given in writing, and shall be deemed given when personally served, or when deposited in the United States mail, registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but either party may change its address by written notice in accordance with this paragraph.

b. CONTRACTOR agrees to indemnify and defend MORTGAGE CONNECT against, and hold MORTGAGE CONNECT harmless from all liability resulting from the negligence or willful misconduct of CONTRACTOR in connection with the performance of the Services hereunder. The provisions of this Paragraph 9(b) shall survive the revocation or termination of this Agreement.

c. MORTGAGE CONNECT and CONTRACTOR shall not be considered partners or joint ventures for any purpose. CONTRACTOR has no authority to sign, bind, or enter into any agreements on behalf of MORTGAGE CONNECT, nor act as an agent or employee of MORTGAGE CONNECT for any purpose, including CONTRACTOR's performance of his or her Services hereunder. CONTRACTOR shall act in all matters hereunder as an independent contractor and shall make no representations to the contrary to any person.

d. This is a non-exclusive Agreement, and nothing herein shall be construed to prevent CONTRACTOR from providing Services to any other person, firm, or entity, including but not limited to, any competitor of MORTGAGE CONNECT, nor shall anything herein be construed to require MORTGAGE CONNECT to utilize any particular amount of Services from CONTRACTOR.

e. This Agreement contains the entire statement of the agreement between the parties concerning the subject matter hereof, and supersedes and replaces all prior and contemporaneous agreements, promises, understandings, covenants, and communications between the parties concerning said subject matter, whether oral or



written, express or implied. This Agreement may only be modified by an instrument in writing, signed by both parties hereto.

f. CONTRACTOR shall not assign this Agreement or any rights hereunder without the prior written consent of MORTGAGE CONNECT, which MORTGAGE CONNECT may withhold in its sole, absolute, and subjective direction.

g. In the event any legal action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Jurisdiction for any such action shall lie solely with the courts of the State of Pennsylvania, and venue shall be the County of Allegheny.

h. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania.

i. This Agreement will apply to, and bind the parties hereto, their legal representatives, successors and permitted assigns.

j. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH THE CONTRACTOR AND THE AUTHORIZED REPRESENTATIVE OF MORTGAGE CONNECT. THE CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT NOTHING HEREIN SHALL OBLIGATE MORTGAGE CONNECT TO UTILIZE THE CONTRACTOR'S SERVICES, OR ANY AMOUNT OF THE CONTRACTOR'S SERVICES. THIS AGREEMENT ENTITLES MORTGAGE CONNECT TO UTILIZE THE SERVICES OF THE CONTRACTOR WHEN AND AS NEEDED.

Executed the day and year first above written at _____.

CONTRACTOR



B. Definitions

Certified Minority-Owned Enterprise: A state certified enterprise that is more than 50% owned, controlled and operated by one or more United State Citizens who are also members of the following minority groups: African-American, Hispanic American, Native American, Asian Pacific American or Asian Indian American.

Certified Women-Owned Business Enterprise: A state certified enterprise that is more than 50% owned, controlled and operated by one or more women who are also United State Citizens.

Certified Disability-Owned Business: A small business concern not less than 51% of which is owned by service disabled veterans or, in the case of a publicly owned business, a percent of the stock of which is owned by one or more service disabled veterans or in the case of a veteran with permanent disability, the spouse or permanent caregiver of such veteran. (Service disabled veteran means a veteran defined in 38 U.S.C. 101 (2) that is service connected as defined in 38 U.S.C. 101 (16)).

Certified Veteran Business: A small business concern not less than 51% of which is owned by veterans (as defined in 38 U.S.C. 101 (2)) or, in the case of any publicly owned business not less than 51% of the stock of which is owned by one or more veterans.

By my signature below, I hereby certify that all information furnished by me is true and correct and I further agree to comply with all the terms set forth in this agreement. The information and certifications provided herein shall apply to Mortgage Connect, its affiliates, successors and assigns.

Company Name: _____

Print Name of Representative: _____

Signature: _____

Date: ____/____/____

SEARCH PARAMETERS

DEED COPY

Obtain a copy of the current vesting deed with the complete, legible legal description. Provide tax identification or parcel number for the ordered property. Provide the current effective date of the county records.

CURRENT OWNER SEARCH

A search of the land records that is performed from the execution date of the current deed of record for the subject property forward, complete information from the deed, including the legal description as reported, along with reporting complete information on both the **Grantee and Grantor** regarding open mortgages/deeds of trust, judgments, federal tax liens, pending suits, real estate taxes, UCC's encumbering the subject real estate, out sales, and any other matters affecting the subject real estate must be reported. **NOTE: PLEASE PROVIDE A COPY OF THE MOST CURRENT DEED.**

INSTITUTIONAL LENDER SEARCH

A search of the land records is performed from the execution date of the current deed of record for the subject property forward****(MINIMUM 24 MONTH CHAIN REQUIRED), complete information from that deed, including the legal description as reported, along with reporting complete information regarding open mortgages/deeds of trust, judgments, federal tax liens, pending suits, real estate taxes, UCC's encumbering the subject real estate, out sales and any other matters affecting the subject real estate must be reported.

If an open or satisfied mortgage/deed of trust to an Institutional Lender is evidenced in your research, you must report complete information regarding that instrument, including the satisfaction date if applicable, and can conclude your report. In addition, if an open or satisfied mortgage/deed of trust to an Institutional Lender is evidenced in your research by the **PRIOR OWNER**, please provide the corresponding chains back to when the parties obtained title. **NOTE:** Open assumed mortgages must show all deeds back to the original loan.

If an open or satisfied mortgage/deed of trust is NOT evidenced in your research, you must perform a search on the prior owner of the subject property, reporting complete deed



information, any open or up to three satisfied mortgages/deeds of trust, judgments, pertinent legal descriptions and any other matters affecting the subject real estate. The prior reported deed must be a bona fide sale, evidencing a valid consideration (i.e. family conveyances do not count as a prior owner). Thus, it may be necessary to extend the period of the search to report additional chains of title beyond the two-owner assignment.

A search for covenants, easements and restrictions, affecting the property, may be limited to the deeds, which were researched within your property and/or any field subdivision or plat map specific to the subject property.

Please verify if the property is in a Planned Unit Development, if it is a Condo or if the property is Waterfront. If it is a PUD or Condo, please provide name and declaration book and page. If it is waterfront, please provide the type of body of water and name.

Copies of Documents Required in Search Package:

- Copy of current deed and plat map required

TWO OWNER SEARCH

General Requirement: 2 owner search or minimum 10 year search, WHICHEVER IS LONGER

If the immediate prior owner gave a purchase money mortgage to an institutional lender, search can be stopped there with no need to go behind the immediate prior owner. If current owner took title more than 30 years ago, search can be stopped at 30 years. If immediate prior owner was an allotter or condo developer, search can be stopped there as long as current owner has been in title at least 5 years.

- Deeds among or between family members do not count as a conveyance. Conveyances must be arms length, and for adequate consideration.
- Likewise, deeds into and then out of a trust , or deeds out of and back into a trust do not count as a conveyance.
- All search requirements are subject to state laws and regulations which may require stricter standards.
- Vendors must provide their completed and fully legible schedule sheet along with the complete examiner search package.

Copies of Documents Required in Search Package:

- . Copies of other liens (judgment liens, federal tax liens, etc) which appear to affect the property must be provided.

FULL SEARCH

A search for covenants, easements and restrictions, affecting the property, may be limited to the deeds, which were researched within your report and/or any field subdivision or plat map specific to the subject property.

A full search is performed for the prescribed number of years dictated by custom and practices for your area, as assigned, and the chain of title including the current deed of title for all subject property is reported, along with all matters affecting the real estate. This report must be submitted in writing and include **COPIES OF ALL DEEDS IN THE CHAIN OF TITLE** and notes of title, along with any pertinent document copies. If search evidences that there is a current land contract on the property, please provide a copy of the contract, as well. Finally, the search must show if the subject property is a condominium, PUD, or waterfront.

Copies of Documents Required in Search Package

- Copy of plat map required if available

PURCHASE

A minimum search of 20 years or the prescribed number of years dictated by custom and practices for your area must be completed. (The search must be to an arm's length transaction and not between family members and it must show a valid consideration.) The grantor must be checked for any open mortgages and judgments. All easements and restrictions within the scope of the search must be reported. Please include **COPIES OF ALL DEEDS IN THE CHAIN OF TITLE** along with any pertinent document copies. If search evidences that there is a current land contract on the property, please provide a copy of the contract, as well. Finally, the search must show if the subject property is a condominium, PUD, or waterfront.

Copies of Documents Required in Search Package

- Copy of plat map required if available



FORECLOSURE

A minimum search of 20 years or the prescribed number of years dictated by custom and practices for your area must be completed. (The search must be to an arm's length transaction and not between family members and it must show a valid consideration.) The grantor must be checked for any open mortgages and judgments. All easements and restrictions within the scope of the search must be reported. Please include **COPIES OF ALL DEEDS IN THE CHAIN OF TITLE** along with any pertinent document copies. If search evidences that there is a current land contract on the property, please provide a copy of the contract, as well. Finally, the search must show if the subject property is a condominium, PUD, or waterfront.

BRINGDOWN REPORT AND DOCUMENTATION RECORDATION

After examining the mortgage/deed of trust for compliance with recording requirements, (i.e. acknowledge, proper fees, appropriate legal descriptions, signatures, etc.), you will perform a bring-down search from the **EFFECTIVE DATE** of your original search up to the day of recording.

If you do not evidence any changes from the original search, and if all grantees from the deed title have executed the respective mortgage/deed of trust exactly as title is vested, the instrument is to be recorded and specifics from the document, (i.e. mortgagors, mortgagees, execution date, amount, recording date, instrument number or book and page of the recorded instrument, if available, and the **EFFECTIVE DATE OF YOUR BRINGDOWN SEARCH**) are to be reported to Mortgage Connect and/or its affiliates, via the Docufile Form. The recording information must be verbatim from the recorded security instruments.

The same specifics are required for any ancillary documents received with the security instrument for recording under separate cover, (i.e. deeds, subordination agreements, powers of attorney, satisfactions, etc.).

If the bring-down search evidences any change from the original search, or if all grantees from the title deed have not executed the mortgage/deed of trust received for recording, **DO NOT RECORD THE SECURITY INSTRUMENT**, and contact your Mortgage Connect representative and/or its affiliates for further instructions.

UPDATE

You will perform a bring-down search from the effective date of your previous report completed for Mortgage Connect and/or its affiliates and report any changes to the report, along with the new **EFFECTIVE DATE** of the updated order.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input 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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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.

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

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

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

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