

Colchester Recreation Department

2024

Independent Contractor Handbook

Mission Statement:

"To provide high quality parks, facilities and recreation services in a way that meets Colchester's diverse interests so that people may find identity and make meaningful connections and enhance their quality of life."

Vision Statement:

Well maintained parks, public spaces, and abundant nature areas provide opportunities for citizens to maintain active, healthy lifestyles, while appreciating our community's natural resources and preserving them for future generations. Community spirit is fostered by the town's diverse cultural fabric; facilitated and coordinated in superior, award winning recreational programs.

How to Contact Us:

Town of Colchester Recreation Department 127 Norwich Avenue Colchester, CT 06415 (860) 537-7297 Email: <u>parksandrec@colchesterct.gov</u> Website: colchesterct.gov/recreation-department Online Registration: https://colchesterctrec.recdesk.com/Community/Home Normal business hours are Monday-Friday 8:30AM-4:30PM

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SECTION 1

INDEPENDENT CONTRACTOR/INSTRUCTOR INFORMATION

Becoming an Independent Contractor

To become an Independent Contractor for the Town of Colchester, a potential contractor must first submit a Program Proposal (format included) for each proposed course. Proposals should be returned to the Colchester Recreation Department. Proposals are accepted year-round. Incomplete or illegible proposals will not be considered.

Once a proposal has been submitted, the Recreation Director will review the document and contact the potential Independent Contractor if a meeting is needed to discuss the program ideas in more detail. The Recreation Director can offer advice regarding what types of programs, dates, and times have been popular in the Town as well as answer questions regarding facility availability, contractor policies etc.

INDEPENDENT CONTRACTOR RESPONSIBILITIES

It is the responsibility of the Independent Contractor to provide the following for their programs:

- Provide services and instruction according to agreement and program proposal.
- Always bring your class roster and building permit with you to class.
- Meeting Room/Classroom Set-Up-
 - Independent Contractors are responsible for setting up the space as needed for their class. School personnel will be responsible for setting up/breaking down tables and other school equipment.
 - Please leave all space as it is found- clean/organized and ready for use. If there is a problem, please contact the Recreation Department.
 - Independent Contractors should visually inspect the facility and equipment to ensure everything is safe and in good working condition prior to the start of class.
- Class Participation-
 - Unregistered participants are not allowed if the program does not accept walk-ins.
- Participant Safety-
 - Independent Contractors should stay on-site until all participants have left. Special care should be taken with minors, and ensuring they leave with a designated parent/guardian.
 - Participants contact numbers are given to all Independent Contractors in case of questions or an emergency.
 - Report all incidents and accidents to the Recreation Department immediately. Fill out all appropriate paperwork within 24-Hours of the situation.
 - Make sure to bring the assigned first aid kit to all program sessions. Please keep it clean and filled.
 Independent Contractors should take note of the location of the emergency exits, restrooms, first aid kits, and AEDs.
 - If a situation warrants calling 911, please call the Recreation Department, or a representative of the Department, as soon as possible. Phone numbers will be provided.
- Documentation-
 - Independent Contractors are responsible for completing all incident and injury reports, attendance records, facility damage reports, and any other documentation as requested by the Department.
 - Independent Contractors are responsible for keeping attendance records of all classes and submitting them with their invoice for payment at the end of each session.
- Professional Conduct-
 - Independent contractors are representatives of the Recreation Department, and as such, are expected to conduct themselves in a professional and courteous manner. This includes dress, speech, attitude and behavior.

- Independent Contractors are expected to adhere to all policies and procedures of the facility in which they are teaching and are expected to ask their participants/families of participants to adhere to them as well.
- The following activities are prohibited during program times and on all Town and Board of Education properties:
 - o Smoking
 - Being under the influence of alcohol or drugs
 - Exhibiting abusive behavior and/or language
 - Inappropriate conduct with a participant or parent/guardian of a participant
- Participant Behavior-
 - Promptly correct all misconduct, profanity, property damage and other acts of misbehavior. Report all acts of misbehavior, in writing, to the Recreation Department.
- Payment for Services-
 - An invoice for Independent Contract services must be submitted within 48 business hours after the program session is completed. Independent Contractors will not be paid for cancelled classes.
 - Invoices are verified and approved by the Recreation Department and then sent to the Finance Department for payment.
 - Checks are issued via U.S. Mail or direct deposit every other Friday.
- Program Accessibility-
 - Independent Contractors will provide services to all people in accordance with all local, state, and federal laws.
 - All Independent Contractors and the Recreation Department will provide reasonable accommodation for those with special needs.

Contract & Percentages for Independent Contractors

The Colchester Recreation Department, together with the instructor, will set the fees for classes and activities. The agreement for payment, made between the Town and the Independent Contractor, is specified in the contract. Any changes to the contract must be made in writing and signed by both parties.

Tax Documentation/Payroll

Independent Contractors must submit a Federal W-9 form to the Town. Contractors are issued 1099 forms for tax purposes (Forms are only issued if a Contractor makes \$600 or more per year through the Town). As an Independent Contractor, no tax is withheld from payments. Contractors are responsible for estimated taxes. Independent Contractors are not employees of the Town of Colchester.

INDEPENDENT CONTRACTOR REQUIREMENTS

Insurance:

As an independent contractor for the Town of Colchester, you should be aware of the following information regarding liability and insurance.

- Liability Insurance: It is important that you understand that your contract with the Town is as a program
 Independent Contractor. The Town does not provide insurance coverage for you as an independent contractor.
 Therefore, if a liability claim occurs against you and the Town, you will be responsible for defending yourself, and for
 potentially paying a claim brought against you. The Town of Colchester may require Independent Contractors to
 carry liability insurance and list the Town of Colchester as an "additional insured" on the certificate of insurance. If
 requested, you will be required to provide this certificate to the Department annually, upon its renewal.
- Worker's Compensation: For an Independent Contractor to allow their employees to conduct classes for our department, the contractor is required by law to carry workers compensation insurance. The contractor must submit a copy of their certificate of insurance showing the worker's compensation coverage limits and carrier. Contractors are solely responsible for providing Worker's Compensation coverage for themselves. Each agrees (and

those they hire) are not Town employees and therefore not covered under the Town's Worker's Compensation coverage.

• **Participant Insurance Coverage:** We encourage all participants to verify their medical insurance coverage of accidents or injuries while participating in any programs or events.

Certificate of Independent Contractor:

All Independent Contractors must submit their certifications and credentials to teach to the Recreation Department. Independent Contractors with expired certifications will not be eligible to continue teaching until their updated certification has been submitted.

RECREATION DEPARTMENT RESPONSIBILITIES

It is the responsibility of the Recreation Department to provide the following for each program sponsored by the department:

- The department will make sure that the facility is reserved for the correct times, and if there is a conflict, resolve it as quickly as possible.
- The Department will handle registrations and all monetary transactions.
 - All "drop in" fees that are collected during class must be turned into the Rec. Dept.
- The Department will monitor the agreed upon minimum/maximum participation, ages, skills, or other criteria set prior to the program starting.
 - \circ $\;$ The Department will cancel all classes where the minimum is not met.
- The Department will promote all programs in the monthly digital newsletter, website, Facebook and all other marketing outlets available.
- If a Contractor creates any promotional or marketing materials (posters, flyers etc.) they must be approved by the Department prior to distribution.
- The Department will advertise all programs, classes and activities on the Recreation website, social media, emails and other outlets as appropriate.
- The Department will provide the program Independent Contractor/coordinator with rosters and attendance sheets, schedules, contact information etc.

REGISTRATION POLICIES AND PROCEDURES

Registration Procedures

Colchester Recreation Department staff will process all registrations for each program, either at the Recreation office or via the online registration portal. At no time are Independent Contractors to accept registrations or money for any class (unless otherwise preapproved for drop-in registrations). Requests for scholarships or financial assistance should be forwarded on to the Recreation office. The Department accepts ongoing registrations for programs if a class has not exceeded the maximum.

Online Registration

Register online for programs.

Log on to: https://colchesterctrec.recdesk.com/Community/Home

Create an Account. Once a participant has created an account, they can begin registering for all classes and programs. Online registration allows users to manage their household accounts, print receipts and tax forms, as well as schedule and make payments.

Cancellation/Make-Up Procedures

Cancellations and make-up classes are unavoidable when dealing with recreation programs. If school is cancelled, all programs will be cancelled. If there is a cancellation due to inclement weather, the Recreation Department will post notifications, as a courtesy, on all social media accounts and will notify all participants via email. At the beginning of a program, Independent Contractor's need to remind all participants of the inclement weather policy and monitor emails and news stations to determine if school has been cancelled.

If the Independent Contractor needs to cancel a class for any reason, it is the Independent Contractor's responsibility, with support from the Recreation Department, to notify all participants. Independent Contractors must notify the Recreation Department of all class cancellations and changes prior to informing participants. If the Recreation Department or Public Works closes the fields for any reason, the Recreation Department will inform participants and the Independent Contractor that the program is cancelled.

Make-up dates are determined before the start of the program. Last minute changes to make-up dates and locations are strongly discouraged. If multiple classes need to be cancelled, the Recreation Department will work with the Independent Contractor to make up the classes missed, and/or refund participants for missed classes.

Snow Policies

- 1. If school is canceled all programs and activities are canceled
- 2. When the schools are delayed 90 Minutes, MORNING programs will be delayed 90 Minutes also.
- 3. If the schools are let out early, after school activities and evening activities will be cancelled.
- 4. If the weather is questionable, the Recreation Department will decide about the after-school programs by 2:00 p.m. and evening activities by 3:00 p.m. Please call 537-7297 or check our website at www.colchesterct.gov/recreation-department.

Non-Resident Fees

Non-Residents can register for most of our programs. There is an additional fee of \$5.00, to register as a Non-Resident.

INCLUSION POLICY

Colchester Parks & Recreation recognizes that every person is unique and brings with them a wide range of skills and abilities. We continuously strive to provide challenging experiences so that all can achieve their full potential. As such, we encourage and support individuals with disabilities to fully participate in all programs offered by our department. Please let us know how we can accommodate you. The town of Colchester abides by all guidelines of the 1990 Americans with Disabilities Act (ADA).

REFUNDS

Colchester Parks & Recreation stands behind all our community offerings. All programs, events and activities are selffunded and must cover all costs associated with the activity. With that in mind, we will gladly help all participants with any registration or refund requests to the best of our ability. Refund requests must be made in writing. Refunds will be given if requested at least two weeks prior to the start of the program. Any request made within two weeks of the start of the program will be issued as a credit to the participants' account for future use. Once the program has started, no refunds or credits will be issued unless the program is cancelled by Colchester Recreation. Certain programs, including Day Camp and bus trips, may have different refund policies. Participants with extenuating circumstances may request a review of their case by providing written documentation of their situation to the Recreation Director. The Day Camp refund policy is as follows: prior to May 1 you will receive a full refund; May 1-15 you will receive 50% refund, 50% account credit; May 15-May 31 you will receive 100% account credit; There will be no refunds or account credits after June 1. We will do our best to trade camp weeks for you if there are openings. This policy is to cover our expense in hiring and training staff and purchasing supplies based on an expected number of campers.

A \$15 cancellation fee will be charged for all refunds and credits requested by a participant.

Photo Permission

Independent Contractors are not to take or post photos of classes or participants until they have contacted the Recreation Department to ensure that all participants have agreed to the photo policy below: "Participants permit the taking of photographs and videos of themselves and their children during activities for publication and use for promotional purposes unless otherwise stated."

RECREATION DEPARTMENT POLICIES AND PROCEDURES

Building Use Guidelines

All Independent Contractors, program participants and families are expected to follow the rules of the building they are in, including but not limited to:

- No sitting in the hallways
- No children can run in the hallways
- Everyone must respect school property
- Ensure the space is clean upon class dismissal.

Independent Contractors are asked to remind and enforce all building use guidelines with participants.

Evaluation Tools

Colchester Recreation Department evaluates all programs and classes on a regular basis with participant feedback on the program content, location, times of the classes and Independent Contractor knowledge, presentation and class structure. This information is used to evaluate the program and the Independent Contractor. If the Independent Contractor receives an unsatisfactory rating, their contract may not be renewed. All participant responses will be anonymous. All areas of concern will be discussed with the Independent Contractor as well as participants, if needed.

Harassment in the Workplace

Harassment is defined as any behavior that is disrespectful and causes discomfort to another person. Harassment, whether physical, sexual or verbal, lowers morale and impairs teamwork and workplace efficiency. The Town of Colchester has a strong policy against any form of harassment. It is important for all persons to recognize that harassment based on any of the protected characteristics of race, color, religion, sex, age, national origin, ancestry citizenship, disability, medical condition, marital status, and sexual orientation is illegal.

> Any concerns or problems need to be reported to the Recreation Department as soon as possible so that the matter can be handled promptly and efficiently.

Guidelines for physical contact with children:

- Do not initiate physical contact with a child. If the child initiates physical contact, refrain from hugging the child. An alternative is to give them a gentle tap on the shoulder or head. Use the high five method to let them know that you are happy to see them. Do not wrap your arms around them.
- 2. Do not allow children to sit on your lap or in between your legs when sitting in a chair or on the floor. Have the child sit beside you.
- 3. Do not physically restrain or pick up a child unless the child is in danger to themselves or others.
- 4. Avoid being alone with a child. Stay in groups with your group partner and other children.
- 5. Do not engage in wrestling matches with a child. You can be interactive with the children, but it's imperative that you avoid physical contact whenever possible.

- 6. When speaking with a child that is upset, kneel to their level and hold their hand for comfort instead of picking them up.
- 7. Do not single out children for preferential treatment. No favorites. Children are intuitive and will wonder why they are not a favorite, which could affect their self-esteem.
- 8. Do not give gifts to children. If you buy one child a gift, you must buy enough for every child.
- 9. Do not make negative comments that can lower a child's self-esteem or comments that may be taken out of context and be misinterpreted.
- 10. Do not discuss the topic of sex with children. This is up to their family and their school to educate them about these topics.
- 11. Do not ever deprive a child of a bathroom break, a snack, or water.
- 12. A staff/contractor must accompany each child to the bathroom to check that there are no strangers or adults in the restroom. A person of the same gender will accompany the child to the bathroom. Staff/contractor must remain outside the bathroom stall until the child is ready to go back to the group.
- 13. When a child acts inappropriately, do not subject them to group humiliation by discussing the problem in front of other children. Take the child aside and discuss the issue.
- 14. If a child tells you or you observe that he or she has been abused physically, emotionally, mentally, or sexually, you must immediately report it to the Recreation Director. Do not hesitate or waste any time. DO NOT discuss the situation with co-workers.
 - As a childcare provider, by law you are mandated to report any form of child abuse whether it is obvious or just a possibility. Failure to do so could result in a fine and/or imprisonment.

Guidelines for Dealing with Disruptive/Difficult Participants

Behavior Management Strategies must be: Contingent, Immediate, Consistent, and Frequent.

- When dealing with poor behavior, don't overlook an issue, then address it the next time it comes up. To be consistent, give instant, but private, attention to unwanted behavior. Do not shame or address the participant publicly. Pull them aside or speak to them quietly and privately.
- **POSITIVE BEHAVIOR:** you should give immediate praise to be both consistent and frequent.
- Remember to reinforce positive behavior, these participants will serve as role models for the other participants, and their GOOD actions will rub off.
- It is important to respond appropriately to situations. Avoid reacting negatively, pay attention to your tone, facial expressions, and body language.
- All Independent Contractors/Contractors are considered Professional Role Models and should always model appropriate behavior.
- Communicate any altercations or inappropriate behavior to your supervisor via email or phone immediately.

Guidelines for Working with Individuals with Disabilities

- 1. When dealing with participants with disabilities PLEASE remember:
 - Speak to Person first, then the disability
 - Emphasize abilities, not limitations.
 - Do not label people as part of a disability group.
 - Do not give excessive praise or attention to a person with a disability; do not patronize them.
 - Choice and independence are important; let the person do or speak for him/herself as much as possible.
- 2. When talking to a parent it may help to ask about the child's strengths and talents. This can open the door for positive communication.

EMERGENCY PROCEDURES

KNOW WHERE YOUR PARTICIPANTS' EMERGENCY FORMS ARE LOCATED AND KNOW WHERE THE NEAREST TELEPHONE IS AT ALL TIMES!

- 1. MOST IMPORTANT- remain calm.
- 2. Assess the situation.
- 3. Identify the injury area and assess the extent of injury within your limitations.
- 4. Remain with patient and send a responsible person to call police or vice versa.
- 5. Ask a responsible adult to oversee the care and supervision of remaining participants.
- 6. DO NOT MOVE PATIENT.
- 7. Make patient as comfortable as possible.
- 8. Provide emergency first aid within the scope of your training.

9. ADMINISTER FIRST AID ONLY IF YOU ARE QUALIFIED.

- 10. Do not transport a patient at any time, under any circumstances. Wait for a 911 responder.
- 11. At no time should you offer a diagnosis or express personal opinion as to the extent of injury or actions leading up to the incident. Do not make any statements concerning insurance in any way. Refer all questions and all media to the Director of Parks and Recreation.

NOTIFYING POLICE OR 911:

- 1. Call 911.
- 2. Provide dispatcher with the following information:
 - a. Your name & position
 - b. Location (include best route)
 - c. Explain what has occurred; state your *specific* location; state the nature of injury.

3. STAY ON THE LINE WITH THE DISPATCHER UNTIL YOU ARE TOLD TO HANG UP.

ARRIVAL OF POLICE AND/OR AMBULANCE

- 1. Introduce yourself to the emergency personnel and explain the situation.
- 2. Assist where possible.
- 3. Assure the rest of the participants are safe, accounted for, and able to resume the program.

AFTER THE EMERGENCY IS OVER

1. Completely fill out accident reports and obtain names and addresses of witnesses, hand into Park and Recreation office immediately.

You are responsible for:

- 1. Keeping emergency phone numbers and medical information of your participants at all times.
- 2. Bringing your first aid kit to all classes/events. INSPECT YOUR FIRST AID KIT AND PLEASE KEEP IT CLEAN

SECTION 2

INDEPENDENT CONTRACTOR APPLICATION CHECKLIST

Complete (Initial)	Item:	Date of Renewal	Notes
	Program Proposal		
	Duties & Responsibilities		
	Independent Contractor Agreement		
	Instructor Policy		
	Direct Deposit Form		
	Liability Insurance (Certificate of Insurance)		
	Indemnification Release		
	Hold Harmless		
	Background Form Disclosure/ Ref. Checks		
	Finger Prints (done at police station)		
	Copy of Driver's License		
	Emer. Contact Form		
	CPR/FA Card (copy & expiration date)		
	Instructor Certifications		
	Contractor Orientation Review of Manual		
	W-9		

INDEPENDENT CONTRACTOR CONTACT INFORMATION

Your Full Name:			
	First	Middle	Last
Your Address			
10ui / 1uui css	Street	Town/City	Zip
		·	•
Homa Dhona			
Cell Phone:			
Other Phone:			describe:
EMAIL:			
Emanaganay Conta	at Darson Nama		
Emergency Conta	ct Person Name		
Relation:			
Phone:			
Secondary Emerge	ency Contact Perso	n Name:	
Relation:			

Phone: ______

Independent Contractor Manual Agreement

I have read the above-stated procedures and Independent Contractor responsibilities and agree to comply fully with these duties. I understand that these agreements are required to be endorsed as an Independent Contractor with the Town of Colchester.

Signature of Independent Contractor

Print Name

Date

Independent Contractor Agreement Town of Colchester, Connecticut

This Independent Contractor Agreement, herein after the "Agreement", is entered into this ______ day of ______, 2024 by the Town of Colchester, a municipal corporation with offices at 127 Norwich Avenue,

Colchester, Connecticut, 06415, hereinafter referred to as "The Town", and

_____, a resident of ______,

hereinafter referred to as "the Contractor".

1. <u>CONTRACT PERIOD</u>

- a. The Contractor will be retained for the period commencing ______ and ending ______ with the option for renewal periods at the mutual consent of both parties, or until termination pursuant to Section V herein.
- b. The Contractor will work such hours as are mutually agreed upon by the Town and the Contractor. At the present time, the Town expects that the Contractor will work as scheduled.
- 2. INDEPENDENT CONTRACTOR
 - a. The Contractor acknowledges that he/she is an independent contractor for all purposes and is not, in any respect, an employee of the Town.
 - b. The Contractor acknowledges that he/she is solely responsible for reporting and paying all taxes, Federal or otherwise, upon all compensation paid hereunder.
 - c. Contractor further acknowledges that:
 - i. The Town will make no contributions toward Social Security benefits in the name of that Contractor, it being the sole obligation of the Contractor to make any contributions that may be required by law.
 - ii. The Contractor is not eligible for Unemployment Compensation benefits upon the termination of this Agreement.
 - iii. The Town will not provide any liability or other insurance coverage for the benefits upon the termination of this Agreement.
 - iv. The Town will not provide any medical, retirement, or other benefits beyond the compensation outlined in Part III, below.
 - v. The Contractor shall be responsible for the cost of Worker's Compensation, general, liability, and Unemployment Compensation insurance as may be required by law.

3. <u>COMPENSATION</u>

- a. The Town shall compensate the Independent Contractor for work performed pursuant to this Agreement and is stated in the contract.
- b. Funding for the program is contingent on participant registration and payment. The Town may terminate any class or program or this agreement if participation registration does not meet the minimum enrollment numbers. The Town shall have no obligation or liability to the contracting party for cancellation of the class due to low enrollment.
- c. The invoice for payment will be made by the Contractor per session and will be submitted to the Director of Recreation.
- 4. DESCRIPTION OF DUTIES
 - a. The Contractor's duties shall be set forth under Duties & Responsibilities on <u>Schedule A</u> to this Agreement.
- 5. <u>TERMINATION</u>
 - a. The Town may terminate this Agreement for any reason upon not less than fourteen (14) days written notice.
 - b. The Contractor may terminate this Agreement for any reason upon not less than fourteen (14) days written notice.

6. <u>PERSONAL NATURE</u>

- a. The work to be performed by the Contractor is regarded by the parties to be personal in nature to be exclusively performed by the Contractor.
- 7. INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold the Town, its officers, agents, servants, and/or employees free and harmless from all liability and claims for damages by reason of any personal injury or property damage arising of the Contractor's performance of his/her obligations under this Agreement. The Contractor agrees shall indemnify, defend and hold the Town, its officers, agents, servants, and/or employees free and harmless from and against any and all claims, demands, or liabilities arising in connection with the performance of the services by the Contractor, including, but not limited to, all claims or assessments, for withholding of federal, state or local income taxes, and taxes under the Federal Insurance Contribution Act (FICA) and the Federal Unemployment Taxation Act (FUTA), State Unemployment Compensation insurance laws, and any reasonable attorney's fees and costs associated therewith.

8. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of the same; nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver of relinquishment of such right or power, or any other right or power at any other time.

9. PROPERTY OF THE TOWN

Upon termination of this Agreement, the Contractor shall deliver and return to the Town all property, including records, reports, and any copies thereof, of whatever nature which are then in the Contractor's possession, custody or control and which pertain to or contain information relative to the Contractor's activities concerning the services provided pursuant to this Agreement, whether or not prepared or compiled by the Contractor. Upon the termination of this Agreement, the Contractor also shall deliver and return to the Town all other property belonging to the Town which is then in the Contractor's possession, custody, or control.

10. ENTIRE UNDERSTANDING

This Agreement constitute the entire understanding of the Contractor and the Town with respect to the subject matter hereof and supersedes all prior understandings written or oral. This Agreement may not be changed, modified, or discharged orally, but only by and instrument in writing signed by the parties. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, and the invalidity of unenforceability of any provisions hereof shall in no way affect the validity of enforceability of any other provision.

Signature

Signature

Date:_

Date:_

CONTRACTOR

TOWN OF COLCHESTER

INDEPENDENT CONTRACTOR DUTIES AND RESPONSIBILITIES

The Town hereby retains the Contractor to perform certain services, which shall include, but not be limited to the following:

The Contractor will:

- 1. All costs associated with the program, such as Independent Contractors, substitute Independent Contractors and equipment etc. shall be borne by the participant and included in the program fee. There will be minimum and maximum participant enrollments in each program. Fee is determined by the total cost of the program.
- 2. Provide on-going evaluation(s) of programs approved by the Director. Report the work performed under this agreement monthly unless increased frequency is required due to incidents, accidents, or any other cause stated in the manual.
- 3. Perform such duties and acts as are reasonably necessary, implied, or inferred with respect to all the foregoing.
- 4. Report all injuries, damage and concerns involving either participants or facilities within 24 hours, in writing, to the Recreation Director.
- 5. Agree to adhere to all policies, procedures, scheduling and building guidelines, directives and requests from the Recreation Director and the Recreation Commission.
- 6. Maintain class rosters and attendance sheets at each class and submit in writing to Recreation Director once a month.
- 7. Provide the Recreation Department with a copy of all qualifications, certifications and experience that is relevant with regards to being an Independent Contractor for this program. If any of these expire, are withdrawn or terminated, the Independent Contractor must notify the Recreation Department immediately of any and all changes.
- 8. Provide reference of other organizations where you have conducted this program (or a similar program if this is a new program) in the past.
- 9. Provide the Recreation Department with copies of all insurance policies pertinent to the requirements of this contract. If any of these expire, are withdrawn, or terminated, the Independent Contractor must notify the Recreation Department immediately of all changes.
- 10. A signed and dated Hold Harmless Agreement must be completed and on file with the Recreation Department prior to any classes or programs being held.
- 11. When marketing or advertising the program (including flyers, email, mail, posters, websites, and any notice pertaining to the class) information will include the Recreation Department name, phone number, and contact name as the sponsoring agency. All inquiries for registration and payment for classes contained in the advertisement will be directed to the Recreation Department.
- 12. All fees that are collected by the Contractor, at class, will be in the form of a check or money order only, made payable to the "Town of Colchester", and will be submitted to the Recreation Department with the accompanying registration form within 48 hours if drop- in registrations are permitted in the class.
- 13. Verification of information: By signing this agreement, I acknowledge that all information obtained and presented is accurate and honest, to the best of my knowledge. I understand that providing false information will be grounds for immediate termination and may be used in a court of law.

Signature:	Signature:
0	0

Date:

Date:

TOWN OF COLCHESTER

CONTRACTOR

Town of Colchester Parks & Recreation HOLD HARMLESS and INDEMNIFICATION AGREEMENT

The Contractor shall fully indemnify, defend and hold harmless the Town/City of Colchester and/or all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the terms of the agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town/City and/or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- Actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, immature, contingents, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor of any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
- 2. Liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- 3. All damages, losses, costs, and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, worker's compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

When required by the Town of Colchester Recreation Department, the Contractor hereby covenants and agrees that the Town/City and/or Board of Education shall be endorsed on the Contractor's commercial general liability insurance as additional insured.

The Contractor hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability at \$1,000,000 per occurrence containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town/City and/or Board of Education or any of their officers, employees, agents, servants, and volunteers.

The Contractor hereby further covenants and agrees to obtain an endorsement to said policy in insurance policy that the Contractor's insurance is primary, and any insurance obtained, or self-insurance provided, by the Town/City and/or Board of Education is excess.

The Contractor's insurance carrier will waive all rights of subrogation against the Town/City and/or Board of Education, and all their respective officers, employees, agents, servants and volunteers.

Date



Town of Colchester Finance Department

Town of Colchester Vendors:

The Town of Colchester has implemented direct deposit for all our vendors who we do business with.

In order to set-up the electronic fund transfer (EFT), please complete the form below and return it to the finance department.

Once your EFT begins, all monies owed to you will be automatically deposited into your designated account and your advice will be emailed to you.

PLEASE PRINT CLEARLY

Name of Bank

Routing/Transit Number

Account Number

Account Type: Checking _____ Savings _____

Name (Print)

Name (Sign)

Email Address for deposit notification

Town of Colchester Finance Dept. 860-537-7200



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Employee Background Check Permission Form

To Whom It May Concern:

I hereby authorize and request any present or former employer, school, credit agency, financial institution, law enforcement agency, city, state, county and federal court and agency, military service or other persons having personal knowledge about me, to furnish bearer with all information in their possession regarding me in connection with an application for employment. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this authorized request. I understand this authorization is to be part of the written employment application that I sign.

This notice serves as notification that a report will be requested and used for the purpose of evaluating me for employment, promotion, reassignment, or retention as an employee.

Date	
Print Applicant's Name	
Applicant's Signature	
For Identification Purposes Only:	
Date of Birth	
Social Security Number	
Driver's License Number	
Current Street Address	
City, State, Zip Code	
Telephone Number	

Selectman@ColchesterCt.gov

860-537-7220

www.ColchesterCT.gov

Request for Taxpayer Identification Number and Certification

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

Print or type. See Specific Instructions on page 3.		Certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) mer. Do not check wher of the LLC is le-member LLC that
0	6 City, state, and ZIP code	
	7 List account number(s) here (optional) Taxpayer Identification Number (TIN)	

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.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Here U.S. person ► Date ►	Sign Here	Signature of	
	пеге	U.S. person 🕨	

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)

٥r

Employer Identification number

- · 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 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 Reguester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

 Generally, individuals (including sole proprietors) are not exempt from backup withholding.

 Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

 Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

 Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a U.S. commonwealth or

possession, or any of their political subdivisions or instrumentalities 4-A foreign government or any of its political subdivisions, agencies,

or instrumentalities 5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

 $7-\!\text{A}$ 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

Form W-9 (Rev. 10-2018)

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

 $\rm H-A$ 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)

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

plan

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 davs.

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1, Individual	The individual
 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
 Custodial account of a minor (Uniform Gift to Minors Act) 	The minor ²
a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
 Sole proprietorship or disregarded entity owned by an individual 	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
 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
 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)(l)(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 scarn the user into surrendering private information that will be used for identity theft.

Page 5

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.

ACCIDENT/ INCIDENT REPORT

Person Reporting:	Date of Report:
Date of Occurrence:/ Were you part of the situation?	_/ Time of Occurrence: Department(s) Yes No
Were you a witness to the situation?	Yes No Person(s) Involved: Follow Up Taken:
Followed Up By:	Date of Report:/
Briefly describe the s	ituation, concern, or activity. Attach additional pages if necessary.