

Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date:

Contract/Agreement Vendor:

Music Theatre International (MTI)

Name of Vendor & Contact Person

Jonathan Mcintosh@mtishows.com

Vendor Email Address

Production fees and materials for stars on stage musical 2022-23.

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Stars on stage students

Reason/Audience to benefit

12.5.22

BOE Date

\$ 3270.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Kim Vento, PAC Director

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator: Kim Vento, Director PAC

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: N/A

Cabinet Team Member:

Steve Dunn

Steve L. Dunn

Funding Source: PAC Activity 989

Fund/Project

OCAS Coding

☒ Consent

☐ Action

Production, material, + Royalty fees for Stars on stage musical for King Kids. Performance dates Feb 10-12.

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

## **COVID-19 LICENSING FAQ/GUIDELINES**

### **Streaming Royalties**

All streaming royalties will be collected via SHOWTIX4U ([www.ShowTix4U.com](http://www.ShowTix4U.com)), unless prior arrangements have been made with MTI.

On the contract confirmation page (page 2) *only* enter royalties for any performances in front of a live audience. For STREAMING performances, you need not enter any amount, and should leave the line blank.

### **Postponements**

Postponing a show (including COVID-19 postponements):

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on Change Booking
- Make the appropriate selection(s) to adjust your date and click Submit
- You will receive an email confirmation that the change request was received, and it will include a summary of the changes you requested

### **Cancellations**

Cancelling a show (including COVID-19 cancellations):

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on Change Booking
- Select I'd Like to Cancel My Booking and click Submit
- Once you have received the email confirming that your cancellation was processed, you can access your invoice through your MyMTI account by clicking Booking Details, and then clicking My Invoice.

### **Refunds/Keeping Funds on Account**

Refund checks will be distributed as soon as administratively possible. Processing delays due to fluctuating COVID-19 restrictions in New York City, where the MTI offices are located, may occur.

If you prefer to leave your funds On Account, you can log in to your MyMTI account and select whether you wish to:

- a) leave your funds On Account with MTI for your future use with any MTI-licensed productions
- b) leave your funds On Account temporarily, with MTI processing your refund at a later date (e.g., if you do not currently have access to the location/office where the payment will be mailed)
- c) request that your refund be processed and mailed as soon as possible

### **Material Returns**

Rental material returns: Our materials library is open and able to receive rental material returns. If you have safe access and if possible, please return any rented MTI materials to our library at your earliest convenience.

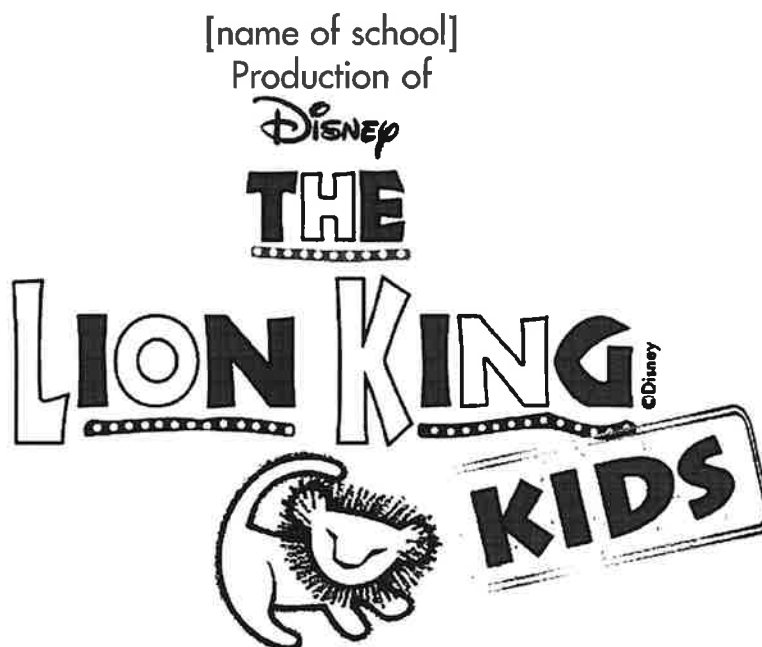
## **STANDARD MATERIALS**

### ***YOUR SHOWKIT™ WILL CONSIST OF THE FOLLOWING:***

- 1 DIRECTOR'S GUIDE
- 1 CHOREOGRAPHY VIDEOS DIGITAL
- 1 DJEMBE (DRUMS - 3 PIECE KIT)
- 1 EXPERIENCE BINDER
- 1 PIANO VOCAL SCORE
- 30 ACTOR BOOK
- 1 DOWNLOADABLE RESOURCES AND MEDIA
- 1 GUIDE VOCAL AND PERF TRACKS DIGITAL
- 1 DIGITAL SHOWKIT
- 1 STREAMING LICENSE US & CANADA ONLY

## **AUTHOR BILLING - DISNEY'S THE LION KING KIDS**

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing. It is a violation of your contract if you crop or edit this logo in any way. You may keep this page for your records.



Music and Lyrics by  
**Elton John & Tim Rice**

Additional Music and Lyrics by  
**Lebo M, Mark Mancina, Jay Rifkin,  
and Hans Zimmer**

Book by  
**Roger Allers & Irene Mecchi**

Based on the Broadway production directed by  
**Julie Taymor**

The name of your organization must be billed in the form specified above, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of their names to the largest letter in the logo or artwork title. The size of the credits to the authors (listed above) shall be no less than 20% of the artwork or logo title as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title.

The following credits should be included with MTI billing:

Music Adapted & Arranged and Additional Music & Lyrics and  
"Luu Hawaiian Treat" written by **Will Van Dyke**

"It's a Small World" written by **Richard M. Sherman and Robert B. Sherman**

**YOU MAY KEEP THIS PAGE FOR YOUR RECORDS**

### **DRAMATIC PERFORMING RIGHTS LICENSE**

**YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:**

- a) you have read and understood the terms, conditions and provisions set forth below;  
 b) you are authorized to enter into the Dramatic Performing Rights License on behalf of Licensee; and  
 c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.**

1. You hereby agree to perform this musical show, and to pay the stated royalty for each regular, benefit or other performance, including matinees. You further agree to pay a materials fee for an authorized ShowKit™ from *The Broadway Junior Collection*® (the "ShowKit") purchased in conjunction with the issuance of this license and a fee for any additional materials ordered. Your authorized ShowKit™ will consist of the following:
 

1 DIRECTOR'S GUIDE 1 CHOREOGRAPHY VIDEOS DIGITAL 1 DJEMBE (DRUMS - 3 PIECE KIT) 1 EXPERIENCE BINDER	1 PIANO VOCAL SCORE 30 ACTOR BOOK 1 DOWNLOADABLE RESOURCES AND MEDIA 1 GUIDE VOCAL AND PERF TRACKS DIGITAL
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2. The performance rights granted by this license apply only to the organization named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play. Under no conditions can this License be assigned, sub-licensed or transferred without our written consent.
3. All performers in this play must be 18 years of age or under unless special permission has been granted in writing by MTI.
4. All advertising must include the show logo as provided in the ShowKit™. You may not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI.
5. You understand that this play is fully protected by federal copyright laws, and therefore:
  - You must properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
  - You must perform this show from *The Broadway Junior Collection*® exactly as it has been provided to you in the ShowKit™ materials, and you may not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including deletions and changes to the period, characters and characterizations.
  - You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit™. However, to aid in the rehearsal of your junior production, you do have permission to make limited individual practice tapes from the performance CD to provide some students as needed which may contain up to a maximum of three (3) songs each per student. Such tapes may not be otherwise disseminated in any way.
  - Recording: This license does not grant you the right\*\* to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

\*\*except with Disney titles, where a limited video license is available for \$75.00
6. If any of the conditions of this License are changed in any way (including cancellation or addition of performance[s], ticket price adjustments or change of venue), you must notify MTI's business office in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in this License.
7. The granting of this Performance License and the fees quoted are subject to review and cancellation if MTI has not received one signed copy of the Production Contract, accompanied by payment in full, by the expiration date on the front of the contract.
8. Should you desire to present additional performances, you agree to enter into a new agreement with us and to make additional royalty payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty fees due.
9. You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
10. You shall forward to us at least one (1) copy of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
11. This License is conditioned upon your fulfillment of all obligations under this agreement, including the prompt payment of all materials and royalty fees in U.S. funds when due. For schools and government agencies only, a signed, authorized purchase order is acceptable for payment. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you shall default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
12. We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
13. All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
14. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
15. You agree to indemnify us and the Copyright Owner(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.
16. You shall pay transportation charges for materials that we supply to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States. Any expense that we incur with respect to the delivery of the materials shall be charged to you; you agree upon demand promptly to reimburse us for the full amount of such expense.

**PLEASE KEEP THIS PAGE FOR YOUR RECORDS**

# DISNEY RIDER

Your MTI Rep: JONATHAN MENDOZA  
Your MTI Account Number: 0098279  
Contract No: 9779095

## ADDITIONAL LICENSING GUIDELINES AND PROVISIONS

1. **DISNEY PUBLIC IMAGE AND REPUTATION.** You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, and/or firearms. If you shall desire to have a "Presenting Sponsor" of your production (i.e., a sponsor who is billed above the title of the Play as a co-presenter of your production), then you shall obtain the prior written approval of Music Theatre International (MTI) on behalf of Disney, to be exercised at Disney's sole discretion. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement, to injunctive relief, and to prohibit any further use of the Play.
2. **ORIGINAL DESIGNS, DIRECTION, AND CHOREOGRAPHY.** You are prohibited from copying or otherwise using any of the design, direction, choreography, artwork, or other intellectual property from the Broadway production of the Play or the Disney Film on which the play is based, although there may be a general resemblance. All elements provided in the ShowKit™ (dances provided on the Choreography DVD, Scenic and costume design ideas, staging suggestions, black and white logo, etc.) are approved for use without further permission.
3. **TRADEMARKS.** You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos, or trademarks of The Walt Disney Company or any of its related, affiliated, or subsidiary companies:
  - 3.1 in any of your advertising, publicity, or promotions of the Play, all as provided in paragraph 1 of this Rider except to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play (and not Disney-owned production elements) and is not a producer of your show.
  - 3.2 to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:
  - 3.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

## ACCEPTANCE

By signing below you acknowledge your understanding of the above provisions and will share this with all appropriate parties associated with the aforementioned production, including the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME Kim Vento TITLE Director  
 AUTHORIZED SIGNATURE Kim Vento DATE 11-7-22  
 EMAIL kvento@nashools.org DAY PHONE 918-259-5723

DisJRdr\_01

**YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT**



# LIMITED STREAMING LICENSE

Your MTI Rep: JONATHAN MENDOZA  
Your MTI Account Number: 0098279  
Contract #: 9779095 Printed on: 11/04/22

## DISNEY LIMITED STREAMING LICENSE

Defined Terms Used in this License:

MTI Access Code: LIO1874830

Licensee: BROKEN ARROW PUBLIC SCHOOLS

Streaming License Fee: \$ 0

Play: DISNEY'S THE LION KING KIDS

Minimum Per Performance Royalty of \$ 35.00 against 15.00% of gross receipts, whichever is greater

### A Note About Streaming:

*MTI has worked closely with authors and other rightsholders to make streaming available to groups who are eager to present their shows during these challenging times, despite the unprecedented obstacles producers face in bringing audiences into their theatres.*

*While the streaming option can deliver a stage performance to remote viewers, we feel strongly that streaming is not a comparable substitute for a live, "in-person" theatrical experience. Theatre is unique in the person-to-person connection it offers to audiences and performers alike and we look forward to the day when streamed performances are no longer necessary to support our customers engaging in this great art form.*

The following shall constitute a rider to the associated Production Contract and is deemed incorporated by reference into such contract.

Licensee has requested the right to record its AMATEUR production of the Play to make it available for viewing remotely on the SHOWTIX4U.COM streaming platform, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

### A. GRANT OF RIGHTS AND STREAMING OPTIONS

1. **Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to (i) capture its live stage production of the Play, solely for the purpose of streaming it on the SHOWTIX4U.COM streaming platform ("SHOWTIX4U.COM") to remote audience members who have purchased tickets to view the stream through SHOWTIX4U ("Stream Viewers") or (ii) to perform the Play remotely (as described in Paragraph 2(b) below). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via SHOWTIX4U.COM, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).
2. **Streaming and Performance Options for the Play:** This Streaming License permits the Licensee to do the following:
  - (a) **Livestream:** Licensee may livestream (as defined below) one or more performances of its live stage production solely to Stream Viewers via SHOWTIX4U.COM. Livestreams may be shown only live, although SHOWTIX4U.COM will permit Stream Viewers a limited period of time to pause or restart from the beginning. "Livestream" means that the Video Performance is broadcast live over SHOWTIX4U.COM.
  - (b) **Remote Performance:** Licensee may use video conferencing technology (e.g., Zoom) or other video recording methods to create a "Remote Performance" of the Play and may stream such Remote Performance on SHOWTIX4U.COM, subject to the following. A "Remote Performance" is a production of the Play in which cast members perform individually from remote locations (e.g., at home) rather than live onstage. The Remote Performance may be presented live on a video-conferencing platform (with or without prerecorded segments) or the individual performances may be recorded separately and edited together to create a single Video Performance for streaming. Licensee may utilize any video recording method, including video conferencing technology (e.g., Zoom), for auditions and rehearsals and to capture its Remote Performance. Regardless of the method of creating a Remote Performance, no changes or additions in the book, lyrics or music of the Play may be made in the editing process. Licensee acknowledges

**DISNEY LIMITED STREAMING LICENSE** *continued*

- 11. Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.). Licensee shall indemnify, defend (with counsel chosen by the applicable party being indemnified) and hold harmless MTI and the authors and other rightsholders of the Play from and against all charges, damages, costs, expenses (including reasonable outside attorney's fees), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever suffered or incurred by MTI, the authors and other rightsholders of the Play, and their respective parents, affiliates, subsidiaries, directors, officers, agents, employees, licensees, successors, and assigns arising out of any actual or threatened third-party action which relates in any way to the Video Performance or Licensee's live stage production of the Play.
- 12. Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.
- 13. Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.
- 14. Disney Image and Reputation.** Licensee acknowledges that the terms of the Additional Guidelines and Provisions incorporated by reference in the Licensee's Production Contract, including the provisions relating to the use of Disney intellectual property and its public image and reputation, apply to any content added by Licensee to the Video Performance (e.g., opening or closing credits, frames, intermission content, etc.). Licensee shall include the following copyright notice at the end of the video:
- © Walt Disney Productions.
- 15. Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Limited Streaming License, even if MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.
- 16. Miscellaneous.** All other provisions, terms and conditions of the Production Contract shall continue in full force and effect. This Streaming License shall be governed by the laws of the State of New York.

**ACCEPTANCE**

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME Kim Vent TITLE Director  
AUTHORIZED SIGNATURE Kim Vent DATE 11-7-22  
EMAIL kvento@hscschools.org DAY PHONE 918-259-5723  
Performances from Date 2-10-23 to Date 2-12-23



# **MTI CONTRACT CHECKLIST**

Before sending anything back to MTI, make sure you have completed all of the following steps!

## **Be sure to fill out:**

- The *Additional Materials Order Form*, if applicable
  - and Transfer the total from *Additional Materials* to the *Production Contract*
- The "Total Amount Enclosed" on the *Production Contract*
- The Payment information completely on the *Production Contract*

## **Return the following completed forms, where applicable:**

- The *Additional Materials Order Form*
- The *Limited Home Use Video Recording Permission* form
- The *Limited Streaming License*

## **Complete, sign, and return ALL of the following:**

- The *Production Contract* including:
  - Completed "Total Amount Enclosed"
  - Completed Payment information
- The *Disney Rider*
- FULL Payment

**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>MTI Enterprises Inc.</b>	
2 Business name/disregarded entity name, if different from above <b>Music Theatre International</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" 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) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>423 West 55th Street, 2nd Floor</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>New York, NY 10019</b>	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

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

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


Social security number								
			-					
or								
Employer identification number								
1	3	-	2	9	7	6	4	6 8

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ► 	Date ► <b>1/3/2022</b>
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**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*