

NEED TO HAVE: REGISTRATION, DRIVERS LICENSE, MEDICAL CERTIFICATE, DOT CARD, WORKERS COMP CERTIFICATE, AIR RESOURCE BOARD CERTIFICATE, MOTOR CARRIER PERMIT, INSURANCE POLICY FORM

TRUCKING BUSINESS NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TAXPAYER ID# OR SOCIAL SECURITY #: _____

TELEPHONE #: _____ CELL #: _____ FAX #: _____

INSURANCE CARRIER: _____ EXP. DATE: _____

DIRECT DEPOSIT: YES _____ NO _____

MAKE CHECKS PAYABLE TO: _____

TRUCK NUMBER	TRUCK MAKE	LICENSE #	TARE WT.	10-W/SEMI
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EMAIL: _____

DANELL CUSTOM HARVESTING LLC

8265 HANFORD - ARMONA ROAD
HANFORD, CALIFORNIA 93230

(559) 582-1251 • FAX (559) 584-2851

Voluntary Direct Deposit Information

Account Information

If you haven't previously provided a Voided Check, to the Checking Account where you would like your payments to be deposited, attach one to this page.

*Please make sure that the Routing & Account Numbers are clearly visible, along with your name and/or your company name.

For Direct Deposit and Automatic Payment
through Checking

SAMPLE CHECK

[Blank]		[Blank]
[Blank]		[Blank]
[Blank]		[Blank]
[000123456789]	[000123456789]	[123456789]

Routing
Number

Account
Number

Check
Number

I hereby authorize Danell Custom Harvesting, LLC to electronically transfer funds directly into the account detailed above, by means of 'Direct Deposit' for payment of services.

Signature _____

Date _____

AGREEMENT

This agreement is between Danell Custom Harvesting LLC, herein referred to as the **First Party**; Independent Hired Truck and the below named **driver(s)**; herein referred to as the **Second Party**; and Valley Industrial & Family Medical Group, the **Drug Testing Facility**, herein referred to as the **Third Party**.

All the above parties agree to the following:

1. The annual Drug Testing is a requirement by the Department of Transportation (D.O.T.) as prevention for drug use and alcohol misuse for the commercial transportation industries.
2. The Second Party is required to submit to an Annual Drug & Alcohol testing which will be done by the Third Party. This includes Owner-Operator and/or Second Party employee drivers.
3. When any driver for the Second Party tests positive to either Drug or Alcohol testing, the Third Party agrees to also notify the First Party of that test result.
4. The first Party will take necessary measures to keep such results confidential and in a restricted area.

THIS AGREEMENT WILL REMAIN IN FORCE UNLESS WRITTEN NOTICE IS GIVEN TO ALL PARTIES.

DANELL CUSTOM HARVESTING LLC
(FIRST PARTY)

DATE

OWNER
(SECOND PARTY)

DATE

DRIVER

DATE

DRIVER

DATE

DRIVER

DATE

DRIVER

DATE

DRIVER

DATE

DRIVER

DATE

VALLEY INDUSTRIAL
(THIRD PARTY)

DATE

**DANELL CUSTOM HARVESTING LLC
8265 HANFORD-ARMONA ROAD
HANFORD, CA 93230**

SEXUAL HARASSMENT POLICY

A. Policy of No Sexual Harassment

It is the policy of Danell Custom Harvesting LLC that there shall be no harassment of any employee on account of an employee's sex. Danell Custom Harvesting LLC will not tolerate sexual harassment of its employees by anyone—supervisors, other employees, client, or sub-contractors. Persons harassing others will be dealt with swiftly and vigorously. Anyone who violates this policy will be subject to disciplinary action up to and including discharge.

B. Definition of Sexual Harassment

Sexual harassment is behavior of a sexual nature which is unwelcome and personally offensive to its recipients.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute "sexual harassment" when:

Submission to such conduct is made explicitly or implicitly a condition of an individual's employment;

Submission to or rejection of such conduct is used as a basis for a decision affecting the employee employment; or

The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment which is intimidating, hostile or offensive to the employee.

The following are examples of unlawful harassment:

- 1. Unwelcome sexual advances. This means petting, pinching, brushing up against, hugging, kissing, fondling, or any other similar physical contact considered unwelcome by another individual.**
- 2. Requests for demands for sexual favors. This includes subtle or blatant pressures or requests for any type of sexual favors accompanied by an implied or stated promise or referential treatment or negative consequence concerning one's employment status.**
- 3. Verbal abuse or kidding that is sex-oriented and considered unwelcome by another individual. This includes commenting about an individual's body or appearance where such comments are beyond mere courtesy, telling "dirty jokes", that are clearly unwelcome and considered offensive by others or any other tasteless, sexually-oriented comments, innuendoes or actions that offend others.**

4. Engaging in any type of sexually oriented conduct that would reasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone that reduces personal productivity or time available to work at assigned tasks.
5. Creating a work environment that is intimidating, hostile or offensive because of unwelcome sexually-oriented conversations, suggestions, requests, demands, or physical contacts.

c. Complaint Procedure

Any employee who feels that he or she has been sexually harassed should immediately report the matter to his or her supervisor. If that person is unavailable or the employee believes that it would be inappropriate to contact his or her supervisor, the employee should contact the Owners Justin or Rance Danell.

Any supervisor or manager who becomes aware of any possible sexual harassment should immediately advise Justin or Rance Danell who will handle such matters in a lawful manner to ensure that such conduct does not continue. All complaints of sexual harassment will be investigated in as discreet and confidential a fashion as possible. No person will be adversely affected in employment with the Company as a result of bringing complaints of sexual harassment.

I agree I have read and understand Danell Custom Harvesting LLC Sexual Harassment Policy.

Employee Signature _____ Date _____

Supervisors & Office Staff Only:

I understand it is my responsibility to notify Justin or Rance Danell immediately whenever I become aware of any possible sexual harassment or have been notified by any employee that he or she is being sexually harassed.

Signature _____ Date _____
Supervisor or Office Staff

AGREEMENT TO FURNISH LABOR

THIS AGREEMENT is entered into in Kings County, California this _____ day of _____
20____ by and between Danell Custom Harvesting LLC referred to as "Contractor" and _____

hereinafter referred to as "Subcontractor" or "Subhauler".

WHEREAS, Contractor is in the business of harvesting silage and it has clients who have a need to have silage harvested which includes chopping, hauling & packing otherwise handled;

WHEREAS, Subcontractor owns the equipment and has the necessary expertise to perform the work of hauling, packing, and otherwise handling silage; and

WHEREAS, it is the mutual desire of the parties that Subcontractor provide the above described services to Contractor's clients, each party acting independently in pursuance of his own separate business.

NOW, THEREFORE, Contractor and Subcontractor agree as follows:

1. Obligations of Independent Subcontractor

- a. Subcontractor shall make himself available for services described above on an as-needed basis for Contractor. Subcontractor shall be compensated for his services as provided in Paragraph 2 of this Agreement.
- b. Subcontractor agrees to provide his own equipment, tools, supplies and other items as necessary to perform services under this Agreement.
- c. Subcontractor shall, after receiving instructions from Contractor's clients, determine the method, details and means of performing the required services under this Agreement.
- d. Subcontractor agrees to secure, at his own expense, and in Subcontractor's name, whatever business, professional or vehicle licenses and permits that may be necessary to carry out its/his/her duties, obligations and responsibilities under this Agreement, and shall be responsible for providing at Subcontractor's expense and in Subcontractor's name, disability, workers compensation, vehicle or any other insurance coverage necessary to insure against those risks normally associated with the performance of his duties under this Agreement.

- (1) If the Subcontractor has employees, Workers Compensation Insurance in accordance with the laws of State of California, to include employer's liability insurance coverage, with the limit of no less than One Million Dollars(\$1,000,000)**
 - (2) General Comprehensive Liability and Property Damage Liability Insurance with a combined single liability limit of no less than One Million Dollars (\$1,000,000).**
 - (3) Subcontractor will deliver to Contractor prior to the commencement of work, certificates of insurance stating that the above insurance is in effect. Subcontractor shall immediately notify Contractor if any applicable insurance policy required to be maintained by Subcontractor under this Agreement has been canceled. Contractor will be listed as "additional insured".**
- e. Subcontractor agrees to pay when and as due all taxes incurred as a result of Subcontractor's compensation, including estimated taxes, and agrees that Contractor shall have no responsibility or liability for the payment of taxes, and agrees that Contractor shall have no responsibility or liability for the payment of taxes, of whatever type, on Subcontractor's behalf including that might arise as a result of subcontract or hiring employees. Subcontractor agrees to indemnify Contractor for any claims, losses, costs, fees, liabilities, penalties, or damages, suffered by Contractor arising out of Subcontractor's breach of this provision.**
- f. Labor: Subcontractor will not allow any of his agents or employees to enter upon the premises of any of Danell's clients unless said persons are legitimately entitled to work according to the laws of the United States and the State of California. It is understood that, in performing his duties under the Agreement, Subcontractor is acting as an independent Subcontractor. He is solely responsible for the operation, maintenance and repairs of his equipment. Except as is expressly otherwise provided by California Labor Code Section 1140.4(c), and the specific limited purpose for which said section was enacted, Subcontractor is the sole employer of all labor required to perform hereunder, and said persons shall perform said work under Subcontractor's sole discretion and control, neither Contractor nor its clients having the right to direct or control those persons in any respect whatsoever.**
- g. Subcontractor agrees that he shall be responsible for all expenses incurred in performing services under this Agreement.**
- h. Compliance with Federal, State and Municipal Laws: Subcontractor will comply with all federal, state and municipal laws and regulations relating to the performance of his duties hereunder including, but not necessarily limited to, those laws and regulations concerning agricultural labor, the establishment of pay rates, the payment of employees, the payment of taxes, the maintenance of payroll and other records, the reporting of employee information to governmental agencies and the posting of such notices and the providing to employees of such pamphlets as is required by law. Contractor will have the right at any time during working hours to inspect Subcontractor's books and records to make certain that Subcontractor is complying with said federal, state and municipal laws and regulations.**

2. Payment:

- A. Contractor will pay Subcontractor as described in the attached Exhibit, A which is incorporated by reference.**
- B. Except as is otherwise specifically provided in this Agreement, Subcontractor will, at his own expense, supply all material, equipment, personnel and labor necessary to perform his duties under this Agreement.**
- C. Subcontractor shall keep adequate books of account and records to fully account for expenditures made in the performance of this Agreement and shall allow Contractor full access to such books and records at any reasonable time.**

- 3. Relationship of the Parties: In the performance of Subcontractor's work, duties and obligations created under this Agreement, it is agreed that Subcontractor is at all times acting and performing as an independent Subcontractor providing services under this Agreement. Nothing in this Agreement should be construed to create a relationship of employer and employee, principal and agent, partners or joint ventures, or as a guarantee of future employment or engagement, or a limitation upon Contractor's right to terminate this Agreement, nor shall any such relationship, guarantee or limitation be created by the mere passage of time.**

All duties to be performed by Subcontractor are for Subcontractor's own benefit and under his complete control and supervision. The parties agree Contractor shall neither have nor exercise any control or direction over the methods by which Subcontractor shall perform his work and functions.

- 4. Term of Agreement: The parties agree that this Agreement shall be in effect for twelve months from the date of execution of this Agreement, unless sooner terminated as hereinafter provided.**

- 5. Termination of Agreement: Termination of this Agreement or termination of services shall not affect the provisions under Paragraphs 8 to 14, which shall survive any termination.**

- a. Termination of Cause. In the event Subcontractor fails to perform any item or provision set forth or referred to in this Agreement or commits a material breach of any of its provisions, Contractor may terminate this Agreement by giving written notice to Subcontractor. Breach of warranty, representation, or statement made or furnished to the Contractor or on behalf of Subcontractor. In the event Subcontractor fails to perform under any term or provision of this Agreement, said failure to perform will constitute a material breach of this Agreement and Contractor may, at its election, contract with any other party of its choice to perform the work contemplated in this Agreement. Termination shall be effective immediately on receipt of the notice, or five days from mailing of this notice, whichever occurs first.**

b. **Automatic Termination.** This Agreement terminates automatically on the occurrence of the following events: (a) bankruptcy or insolvency of either party; or (b) Sale of the business of either party.

6. **Notices.** Any notices, demands or communications required or desired to be given by either party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States Mail, certified or registered, postage prepaid, return requested. If such notice, demand or other communication is served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, service shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States Mail, addressed to the person to whom such notice, demand or other communication is to be given at the following addresses:

Contractor: Danel Custom Harvesting LLC
8265 Hanford-Armana Road
Hanford, California 93230

Subcontractors: _____

7. **Non-Soliciting.** Subcontractor shall not, during the term of this Agreement and for a period of one year immediately following the termination of this Agreement, or any extension of it, for any reason, either directly or indirectly: (a) solicit, divert or take away any of Contractor's customers or business opportunities or potential customers or business opportunities about whom Subcontractor became aware as a result of Subcontractor's services to Contractor, either for Subcontractor's benefit or for the benefit of any other person or entity; or (b) solicit, hire or cause to be hired any of Company's employees or Subcontractors by Subcontractor, or any company or entity with which Subcontractor is affiliated or by which Subcontractor is employed.

8. **Subcontractor's Indemnifications.** Subcontractor agrees to protect, defend, indemnify and hold Contractor, its officers and employees, free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including the amount of judgment, penalties, interests, court costs and legal fees incurred by Contractor in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including employees of Subcontractor), or damages to property (including property of Subcontractor) and without limitation by enumeration all other claims or demands of every character occurring or in any way incidental to, in connection with or arising directly or indirectly

out of, the work to be performed by Subcontractor hereunder, except only claims arising out of accidents resulting from the sole negligence of Contractor. Subcontractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand or suit at his expense and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

9. **Arbitration of Disputes.** Except for disputes in which one party seeks and obtains an immediate temporary restraining order and a preliminary injunction against the other party, Subcontractor and Contractor agree that any disputes regarding the provisions of this Agreement, any termination of the Agreement or events occurring during the term of this Agreement shall be subject to binding arbitration. Such proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect; provided, however, that the parties shall be entitled to the discovery provided for in California Code of Civil Procedure §1283.05 and the California Evidence Code shall apply to the conduct of the hearing. Any request for arbitration must be made in writing within 365 days of the occurrence giving rise to the dispute. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of California, or federal law, as applicable to the claim or claims asserted. The arbitration shall be final and binding upon the parties and shall be enforceable to the extent permitted by law. Unless the arbitrator orders otherwise, the cost of the arbitration, hearing room and official transcript shall be shared equally by the parties. The arbitration shall take place in Fresno County, California. The parties recognize they are waiving their right to a jury trial.
10. **Attorney's Fees.** Should any litigation, including an arbitration proceeding pursuant to Paragraph 15 above, be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorneys' fees and experts fees and costs in such litigation, or any other separate action brought for that purpose.
11. **Rights Cumulative.** The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
12. **No assignment or Delegation.** Subcontractor shall not assign, sell or otherwise transfer his rights or delegate his duties under this Agreement or any interest therein without the prior written consent of Contractor.
13. **Waiver.** Waiver of any breach of this Agreement by either party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement.
14. **Survivability.** In the event that any provision hereof shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions hereof shall remain in full

force and effect and any court of competent jurisdiction may so modify the objectionable provision so as to make it valid, reasonable and enforceable.

15. **Further Assurances.** Each party agrees promptly to execute and deliver, or cause to be executed and delivered, such other documents or instruments in addition to those expressly required by this Agreement as are necessary or desirable to carry out or implement the terms and conditions of this Agreement.

16. **Governing Law and Venue.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of California, except to the extent that federal law governs such rights. The parties agree that any appropriate State or United States District Court located or with jurisdiction over Kings County, California, shall have exclusive jurisdiction over any case or controversy arising hereunder, and shall be the proper forum in which to adjudicate such case or controversy.

17. **Entire Agreement.** This Agreement contains the entire agreement between the parties and constitutes an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral or written, express or implied, concerning the subject matter of this Agreement are expressly superseded hereby and have no further force or effect. Each party acknowledges that no representation, inducement, promise, or agreement has been made, orally or otherwise, by a party or anyone acting on behalf of any party unless such representation, inducement, promise or agreement is contained in this Agreement. This Agreement may be modified, and any provision waived, only by a writing signed by both the parties.

18. **Time.** Time is of the essence in this Agreement.

The parties have executed this Agreement this _____ day of _____, 20__.

By: _____
(Insert Name)

By: _____
Daniel Custom Harvesting LLC

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)	Social security number																																																
<p>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 <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="3" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table> <p style="text-align: center;">or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="9"></td> </tr> </table>													-			-																					-											
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Part II Certification
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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. <p>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.</p>

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

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

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-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.

Solicitud y Certificación del Número de Identificación del Contribuyente

Entregue el formulario al solicitante. No lo envíe al IRS.

► Visite www.irs.gov/FormW9SP para obtener las instrucciones y la información más reciente.

1	Nombre (tal como aparece en su declaración de impuestos sobre el ingreso). Se le requiere anotar un nombre en esta línea; no deje esta línea en blanco.	
2	Nombre del negocio/Nombre de la entidad no considerada como separada de su dueño, si es diferente al de arriba.	
3	Marque el encasillado correspondiente para la clasificación tributaria federal de la persona cuyo nombre se indica en la línea 1. Marque solo uno de los siguientes 7 encasillados: <input type="checkbox"/> Individuo/empresario por cuenta propia o LLC de un solo miembro <input type="checkbox"/> Sociedad anónima tipo C <input type="checkbox"/> Sociedad anónima tipo S <input type="checkbox"/> Sociedad colectiva <input type="checkbox"/> Fideicomiso/caudal hereditario <input type="checkbox"/> Cía. de responsabilidad limitada (LLC). Anote la clasificación tributaria (C=Soc. anónima tipo C, S=Soc. anónima tipo S, P=Soc. colectiva) ► _____ Nota: Marque el encasillado correspondiente en la línea anterior de la clasificación tributaria de la LLC de un solo miembro. No marque LLC si la LLC está clasificada como una de un solo miembro que no es considerada separada de su dueño, a menos que el dueño sea otra LLC que no es considerada separada de su dueño para propósitos tributarios federales estadounidenses. De lo contrario, vea las instrucciones en la página 3. <input type="checkbox"/> Otro (vea las instrucciones) ► _____	4 Exenciones (los códigos aplican solo a ciertas entidades, no a individuos; vea las instrucciones en la página 4): Código de beneficiario exento (si alguno) _____ Código para la exención de la declaración conforme a FATCA (si alguno) _____ <i>(aplica a las cuentas mantenidas fuera de los EE.UU.)</i>
	5	Dirección (número, calle y número de apartamento o de suite). Vea las instrucciones.
6	Ciudad, estado y código postal (ZIP)	
7	Anote el (los) número(s) de cuenta(s) aquí (opcional)	

Parte I Número de identificación del contribuyente (TIN)

Anote su número de identificación del contribuyente (TIN, por sus siglas en inglés) en el encasillado correspondiente. El TIN tiene que concordar con el nombre provisto en la línea 1 para evitar la retención adicional del impuesto. Para los individuos, este es, por lo general, su número de Seguro Social (SSN, por sus siglas en inglés). Sin embargo, para un extranjero residente, empresario por cuenta propia o entidad no considerada como separada de su dueño, vea las instrucciones para la Parte I, más adelante. Para otras entidades, es su número de identificación del empleador (EIN, por sus siglas en inglés). Si no tiene un número, vea **Cómo obtener un TIN**, más adelante.
Nota: Si la cuenta está a nombre de más de una persona, vea las instrucciones para la línea 1. Vea también **Nombre y número que se le debe dar al solicitante** para recibir asesoramiento sobre cuál número debe anotar.

Número de Seguro Social									
	-		-						
o									
Número de identificación del empleador									
	-								

Parte II Certificación

- Bajo pena de perjurio, yo declaro que:
- El número que aparece en este formulario es mi número de identificación de contribuyente correcto (o estoy esperando que me asignen un número) y
 - No estoy sujeto a la retención adicional de impuestos porque: (a) estoy exento de la retención adicional o (b) no he sido notificado por el Servicio de Impuestos Internos (IRS, por sus siglas en inglés) de que estoy sujeto a la retención adicional de impuestos como resultado de no declarar todos los intereses o dividendos o (c) el IRS me ha notificado que ya no estoy sujeto a la retención adicional y
 - Soy ciudadano de los EE.UU. u otra persona de los EE.UU. (definido después) y
 - El (Los) código(s) de la *Foreign Account Tax Compliance Act* (Ley de Cumplimiento Tributario para Cuentas Extranjeras o FATCA, por sus siglas en inglés) anotado(s) en este formulario (si alguno) indicando que estoy exento de declarar conforme a FATCA es el (son los) correcto(s).

Instrucciones para la certificación. Tiene que tachar la partida 2 anterior si el IRS le ha notificado que usted en estos momentos está sujeto a la retención adicional de impuestos porque no declaró todos los intereses y dividendos en su declaración de impuestos. Para las transacciones de bienes inmuebles, la partida 2 no corresponde. Para los intereses hipotecarios pagados, la adquisición o abandono de bienes asegurados, la cancelación de deudas, las contribuciones a un arreglo de jubilación individual (IRA, por sus siglas en inglés) y, por lo general, los pagos que no sean intereses y dividendos, no se le requiere firmar la certificación pero tiene que proveer su TIN correcto. Vea las instrucciones para la Parte II, más adelante.

Firma Aquí	Firma de la persona de los EE.UU. ►	Fecha ►
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Instrucciones Generales

Las secciones a las cuales se hace referencia son del Código Federal de Impuestos Internos, a menos que se indique de otra manera.

Acontecimientos futuros. Si desea obtener información sobre los más recientes acontecimientos que afectan al Formulario W-9(SP) y sus instrucciones, tales como legislación promulgada después de que estos se han publicado, visite www.irs.gov/FormW9SP.

Propósito del formulario

Una persona o entidad (nombrada en el Formulario W-9(SP)) a quien se le requiera presentar una declaración informativa ante el IRS tiene que obtener su TIN correcto, el cual puede ser su SSN, número de identificación del contribuyente (TIN, por sus siglas en inglés), número de identificación del contribuyente para adopción (ATIN, por sus siglas en inglés) o EIN, para declarar en una declaración informativa la cantidad pagada a usted u otra cantidad declarada en una declaración informativa. Ejemplos de declaraciones informativas incluyen, pero no se limitan a, los siguientes:

Subcontractor Hauler Contract

Danell Custom Harvesting LLC is responsible for billing it's clients. Danell Custom Harvesting will not provide any client information to its subcontractors.

The Subcontractor will be paid per ton for silage hauled based on the current rate. If Harvesting rate is changed at any time during the year, the subcontractor rate will also be adjusted (notice will be given of any changes).

The Subcontractor will be paid an additional amount per ton of silage hauled for mileage, if applicable.

CHOOSE 1 OPTION BELOW AND INITIAL

Option #1 _____

If the subcontractor chooses to get paid for a job performed with Danell Custom Harvesting LLC before Danell Custom Harvesting LLC gets paid in full, there will be a 3.5% deduction taken out of subcontractor's payment. Loads hauled through the 5th of the month will be paid from the load sheets turned on by the 10th. (IF THE FIELD HAS BEEN COMPLETED) Loads hauled through the 20th of the month will be paid from the load sheets turned in by the 25th. (IF THE FIELD HAS BEEN COMPLETED) Payments will be made on the 1st and 15th of the following month that the work was completed.

Option #2 _____

If the subcontractor chooses to be paid without the "3.5% deduction", Danell Custom Harvesting LLC will pay on the 5th of the month following full payment by the client (day that subcontractor performed work at) for the job completed. If Danell Custom Harvesting is not paid within 60 days, the subcontractor agrees to Danell Custom Harvesting LLC brokering a deal with their clients as they see fit. If there is a deduction in price to get paid in a timely matter, the subcontractor agrees to the price reduction.

Subcontractor Signature _____

Date _____