

Historic Preservation or Adaptive Reuse Grant Program



**Program Guidelines
and Application Packet**

As approved by the Geneva City Council on April 28, 2025.



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Section 1. About the Program

The City of Geneva, Illinois is offering this Historic Preservation or Adaptive Reuse Grant Program (“Program”) in order to create new purposes for older structures while transmitting an understanding of the past to future generations. Projects will improve the economic vitality of the City of Geneva by cultivating vibrant business corridors and enhancing the memorable character of Geneva. The Historic Preservation or Adaptive Reuse Grant Program is a “Geneva 2030” Strategic Plan initiative identified within the Purposeful Growth and Economic Vitality strategic goal.

Section 2. Applicant Eligibility Requirements

Eligible applicants must be current or contractual property owners or current or proposed business tenants. If the applicant is a tenant, the property owner must co-sign the application. Tenant applicants must supply proof of a lease for the subject property that identifies at least three years of remaining lease term or that extends through the Funding Agreement term (up to five years). Tenants must operate or propose to operate retail, restaurant and/or entertainment businesses allowable within the commercial zoning district. On a case-by-case basis, the City may approve a project for an alternative use.

All applicants must possess a current City of Geneva and/or a state of Illinois license and a current state of Illinois Business Authorization Certificate of Registration as applicable, be current with state and local taxes, be without indebtedness to the City of Geneva, and be willing and able to make representations, warranties, and certifications required by this application.

Section 3. Award Structure

Projects that meet eligibility requirements may qualify for an award to finance a portion of the construction costs including:

- Costs that relate to the historic preservation of the façade or other architecturally significant portion of the building;
- Site and reuse improvements defined as the renovation/restoration of building faces or sites that are visible from the public street;
- Any internal life safety and/or building code MEP (mechanical, electrical, plumbing) requirements that arise from a change of use to a building.

Annual funding is dependent upon available funds as determined through the City’s budgeting process and compliance with annual reporting requirements.

Section 4. Program Priorities

The City of Geneva's Historic Preservation or Adaptive Reuse Grant Program is designed to preserve history, revitalize business corridors and repurpose underutilized buildings by providing funding for building facades, site improvements and/or building reuse improvements. Priority in granting funding will be given to projects that result in the following:

- Further Strategic Plan Goals to preserve history and cultivate vibrant business corridors;
- Complement the existing business climate and are compatible uses to existing uses;
- Facilitate the reuse of vacant or underutilized properties;
- Preserve, restore and improve appearance of buildings;
- Support the long-term economic vitality of the City;
- Yield benefits to the Geneva community for the resources invested.

Section 5. Eligible Projects

For a project to be eligible, it must entail real improvements to an existing building located within the City of Geneva corporate limits. The building must be assessed and paying ad valorem taxes, clear of outstanding code enforcement violations (unless related to building for which work is being submitted). Qualifying buildings must have one or more of the following factors present:

- Age 30 years or older;
- Located in the historic district/designated as a landmark;
- Underutilized or vacant;
- Of a style that embodies a distinctive architectural era;
- Associated with an event of important cultural or social significance or association with a person important to the history of the community.

Applications for the following types of properties are generally *not eligible* to be funded but may be considered on a case-by-case basis:

- Residential;
- Tax exempt;
- Governmental;
- Any project denied for advancement by any City department, board or commission.

Section 6. Allowable Expenses

Project expenses that are eligible for reimbursement from the program grant include the following:

- Façade rehabilitation;
- Renovation of a contributing architectural feature;
- Restoration of historically appropriate exterior doors, windows, or building features;
- Removal of non-contributing false façade or architectural feature;
- ADA improvements including ramps or other types of exterior or interior alterations or additions designed to improve mobility;
- Exterior lighting;
- Mechanical, electrical and plumbing (MEP) and/or life safety improvements to facilitate a new or expanded use;
- Interior life safety improvements associated with a change of use or compliance with building codes such as firewalls and fire separations; sprinklers; egress alterations; and fire alarm; exit signs and automatic lights;
- Supported by documentation substantiating the expense acceptable to the City.

In most cases, applicants will need to retain the services of a registered architect, or similarly qualified licensed design professional, to prepare plans, drawings and construction specifications. Fees for such services may be applied to the applicant's total project cost.

Section 7. Ineligible Expenses

Project expenses, which are not eligible for reimbursement from a program grant, are:

- Any expense that is not an allowable expense;
- Expenses from which an applicant receives a commission, rebate, markup, or other revenue (including resale);
- New building construction or new building additions;
- Roofs or other building maintenance;
- Signage;
- Interior improvements unrelated to MEP and/or life safety improvements;
- Non-fixed improvements, inventory or equipment;
- Improvements or expenditures made prior to the execution of the grant funding agreement.

NOTE: Eligible or ineligible expense determinations are made at the sole discretion of the City.

Section 8. Application Process

Funding for the program is based upon budget availability with the City's fiscal year beginning on May 1 of each year. The City will accept grant program applications on a rolling basis until funding for the fiscal year is exhausted. Application submission does not guarantee approval or funding. Projects that do not receive funding due to exhaustion of fiscal year funding may be carried over to the next fiscal year for consideration at the City's discretion.

Applicants must use the application form approved by the Corporate Authorities. The application form's purpose is to request information from the applicant that enables the City to evaluate an applicant and its proposed project to determine whether to award the applicant a Program Grant. Applicants are encouraged to contact the Economic Development Department (EDD) prior to submitting an application to overview the project and determine compliance with applicable City codes. Once an application is received, the applicant will be notified of any deficiencies and will be provided an opportunity to cure said deficiencies prior to further review. A sample of review criteria is attached at appendix A.

Upon a determination by the EDD that an application is complete and compliant, the application will be reviewed to determine the degree to which a project supports the goals of the program and the City's overall planning goals. Applications that align with program criteria will be referred to the Geneva Mayor and City Council (Corporate Authorities) with a recommendation for grant funding. All recommended grant awards will be based on total investment costs and a determination of the degree to which the improvement proposed supports the long-term economic vitality of the City based on a review of program criteria.

After considering the recommendation from the EDD, the Corporate Authorities shall determine in its discretion whether and to what extent to award a program grant to an applicant. The decision of the Corporate Authorities is final and not subject to appeal. Upon decision of the Corporate Authorities, the EDD shall notify applicant(s) as to whether a program grant was awarded. If program grant is awarded, notice to the applicant(s) must include: (i) the amount of the program grant; and (ii) a program grant agreement.

A successful applicant has 30 days after receiving notice to accept the Program grant by executing and returning the Grant Agreement to the City prior to the end of the 30-day period. Failure to execute and return the Grant Agreement before the end of the 30-day period will be deemed as a rejection of the grant award by applicant. If an applicant is composed of a group of entities, then each entity must be a party to, jointly and severally liability for, and sign the Grant Agreement

Section 9. Program Revisions and Annual Program Review

The City Administrator may approve de minimis changes to this Historic Preservation or Adaptive Reuse Grant Program that do not involve changes to grant dollar values. Any changes to grant dollar values must be approved by the Corporate Authorities.

This Program will be reviewed during the City's annual budget process to:

1. Assess the Program's effectiveness at advancing the program priorities during the City's preceding fiscal year;
2. Determine if the Program should continue for another Fiscal Year;
3. Determine, what actions, if any, should be taken to improve the Program;
4. Approve the Program's budget, if any, for the next fiscal year;

By annually reviewing the Program, the City intends to regularly assess the Program's effectiveness at advancing the outlined priorities, determine whether to continue the Program, and, if the Program is continued, how to improve the Program's effectiveness.

Appendices

Appendix A-1. Application

Appendix B-1. Sample Review Criteria

Appendix C-1. Sample Grant Agreement

Appendix D-1. Reimbursement Checklist W9, and Vendor Form

For Office Use Only:
Date/Time Received: _____
By: _____



Historic Preservation or Adaptive Reuse Grant Program Application

PROJECTS MUST BE APPROVED BY CITY COUNCIL PRIOR TO COMMENCEMENT OF WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

Section A. Applicant Information

Name _____

Project Address _____

Relationship to Property

Property Owner
 Current Lessee

Business Owner
 Pending Lessee

(check all that apply)

Business Name _____

Business Mailing Address _____

Phone _____

Email _____

Section B. Property Information

Parcel Index Number _____

Project Address _____

Is this a Multi-Tenant Building? Yes No

Number of Employees/Jobs Current _____ Proposed _____

Section C. Project Description

Provide project narrative describing work and project purpose:

Section D. Project Purpose

If funds are granted, what will the funds be used for primarily?

Section E. Application Checklist

- Completed Application with Owner Signature
- Lease Agreement
- Current Site Survey/Site Plan
- Architectural Rendering or Conceptual Sketches
- Scope of Work
- List of Contractor(s)/Vendors Associated Project
- Contractor Bids
- Color Photography of Building

Section G. Acknowledgment and Signature

By signing this application, I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties (U.S. Code, Title 18, Section 1001).

Applicant:

First Name

Last Name

Title

Telephone Number

E-mail address

Signature

Date Signed:

Property Owner:

First Name

Last Name

Title

Telephone Number

E-mail address

Signature

Date Signed:



Historic Preservation & Adaptive Reuse Grant Program Review Criteria

Review Criteria

The extent to which the applicant demonstrates the capacity to complete the project and the degree to which the program outcomes will be achieved will be considered. Applications that align with the criteria shown below as deemed by EDD staff will be referred to the Geneva Mayor and City Council (Corporate Authorities) with a recommendation for funding.

Criteria for Review:

- Location within a high traffic, high visibility area/business corridor;
- Improvements to the overall appearance of the site;
- Quality of design;
- Contribution to historic preservation, renovation or restoration;
- Impact on the economic vitality of the City;
- Ability to serve as a catalyst for development/redevelopment;
- Creation or enhancement for an existing destination business;
- Job creation/retention;
- Conformance and furtherance of goals embodied in City plans.

Historic Preservation Grant Program Sample Grant Agreement

Sample Grant Agreement

This Agreement is entered into this _ day of _____, 202_, by the City of Geneva, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); and _____ (hereinafter referred to as "Owner/Tenant"). The City and the _____ are collectively referred to as the "Parties."

Consistent with the State of Illinois public policy and pursuant to expressed and implied authority granted to the City and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY

The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

SECTION II. FINDINGS

In accordance with the statutory provisions cited above as well as the City Council’s intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The _____ is the legal _____ of certain real property ("Property") located within the boundaries of the City, commonly known as _____, Geneva, Illinois 60134, and legally described in **Exhibit A**. The Property, improved with _____, consists of approximately _____ square feet ("Building"). The Building is located in an established commercial area adjacent to the primary intersection _____.

B. The Property is identified as a qualifying property due to its _____

_____.

C. The Property (was/is) occupied by _____.

D. The _____ has undertaken previous work to _____. Such improvements include but are not limited to _____. Such improvements represent a previous investment of \$ _____ as detailed in **Exhibit B**.

E. The corporate authorities finds that the Property, as it exists on the date of this Agreement, will benefit from continued investment including the _____ referred to as the "Project" as further defined in the Project Budget as set forth in **Exhibit B**. The Project will improve the character of the property and the neighborhood by _____.

F. The Parties acknowledge that the Project may require municipal reviews and approvals by the City’s Plan and Zoning Commission, the Historic Preservation Commission and City Council.

G. The _____, who shall act as the developer (“Developer”) of the Project, is seeking economic assistance from the City in order to complete the Project and has demonstrated that without the economic assistance to be given by the City the Project as contemplated by the Project Budget would not be economically viable; and

H. The corporate authorities find that the _____ has demonstrated that if the Project expenditures are made, the commercial space will become more viable and will continue to be leasable and occupied; and

I. The corporate authorities also find that _____ is a recognized and established developer of commercial lease space and has provided specific evidence of equity financing for not less than 10% of the total project costs; and

J. The corporate authorities finds that completing the Project requires assistance from the City in order to complete the improvements and it is in the City of Geneva’s best interest to enter into this Agreement in order to have the Property modified in accordance with the Project. that the Project will increase employment opportunities in the City, strengthen the commercial sector of the City and enhance the tax base of the City.

K. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the following findings with respect to the Project:

(Intentionally left blank to allow for insertion of findings per criteria for review)

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained the adequacy and sufficiency of which the parties hereto stipulate the City and the _____ agree as follows:

SECTION III. INTENT.

Subject to the Conditions Precedent set forth in Section V below, the City is prepared to commit to the incentives under the terms and conditions hereinafter set forth to induce and assist in the Project.

SECTION IV. CONDITIONS PRECEDENT.

All undertakings on the part of the City pursuant to the Agreement are subject to the satisfaction of the following conditions:

A. Approval of plans for building and site improvements for all work constituting the Project as required by law and as provided in City ordinances.

B. Completion of modifications and enhancements included in the Project Budget set forth on Exhibit B evidenced by the closure of the City permit(s) as applicable.

C. Demonstration, to the reasonable satisfaction of the City, that up to \$ _____ (or more than such amount) has been contributed toward the Project Budget set forth on Exhibit B prior to seeking any reimbursement. Following completion of improvements, _____ shall provide City with any documentation necessary to establish its Reimbursable Improvement Costs as defined in Exhibit C hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and proof that the persons making such improvements have been paid in full.

SECTION V. REIMBURSEMENT PROCEDURES.

The City shall contribute, as a grant, to the cost of the historic renovation of the property in an amount equal to _____ but not to exceed _____% of the Project cost as set out in Exhibit C. The CITY will provide this grant award upon completion of all building and site improvements evidenced by the closing of the permit by the City for the Project. The _____ shall submit to the City a verified statement, in such detail that is satisfactory to the City, showing proof of

payment for the full cost of all work and labor, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The City shall, upon receipt of said proof of payment, issue payment to the _____ for the portion of storefront restoration. Such payment must be applied for before _____ 2025.

SECTION VI. TERM.

The period of payment to OWNER/TENANT shall commence on the date that the OWNER/TENANT received documentation of final inspection and permit closure thereafter until _____ 2025.

SECTION VII. ADDITIONAL COVENANTS.

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the City and _____ and their respective successors and assigns. Notwithstanding anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to _____, provided, however, _____ may assign, without release of _____ its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and City shall direct such reimbursement payments in accordance with any assignment notice to be provided by _____ to City within 30 days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail or electronically as follows:

To the OWNER/TENANT:

To the CITY:

City Administrator
22 South First Street
Geneva, IL 60134
Phone: (630) 232-7494
Email: _____

With copies to:

City Clerk
22 South First Street
Geneva, Illinois 60134

City Attorney
22 South First Street
Geneva, Illinois 60134

F. Authority to Execute: The corporate authorities of the City hereto have authorized the signatories of the parties and the _____ to execute this Agreement on their behalf.

G. Successors and Assigns: All the terms and provisions of this Agreement will be binding on and inure to the benefit of all the successors and assigns of the parties hereto.

H. Third-Party Beneficiaries. The City and the _____ agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the City arising from this Agreement.

I. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on

any other party imposed will not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

J. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the _____ and the City relative to the subject matter thereof and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the _____ is required, or the City or the _____ is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the Mayor or his or her designee and for the _____ by any officer or employee as the _____ so authorizes.

K. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one of the same instrument.

L. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

(Continued on Next Page)

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown below.

APPROVED BY the Corporate Authorities of the City of Geneva, Kane County, Illinois, by Resolution No. _____ -

_____, on the _____ day of _____, 202_.

CITY OF GENEVA, an Illinois
Municipal Corporation

City Administrator

ATTEST:

City Clerk

EXHIBIT A: LEGAL DESCRIPTION

(Insert)

PIN

Commonly known as:

EXHIBIT B: PROJECT BUDGET

EXHIBIT C: REIMBURSEABLE PROJECT COST AND CHECKLIST

TOTAL

\$

_____ shall be entitled to receive _____% of amounts contributed up to the Reimbursable Improvement Costs in accordance with the terms of the Agreement, even if it contributes less than the full amount of the Reimbursable Improvement Costs. Applicable line items may increase or decrease within the Project budget

Reimbursement Checklist

- _____ Grant recipient statement itemizing work performed and amounts paid for each project costs/contractor.
- _____ Copies of checks or bank statements that demonstrate proof of payment.
- _____ Receipts proving payment for services and supplies for all project costs, including contractor invoices.
- _____ Colored photographs of all completed facade/site work/interior improvement included in the project (one photo per improvement and at least one photo of the entire building façade).
- _____ Lien releases by contractor(s).
- _____ W9 and Vendor form (must be completed and signed. The taxpayer/business name and address must be consistent with the business name and address contained in the Funding Agreement.



City of Geneva
 Finance Department
 15 S 1st St
 Geneva, Illinois 60134

Vendor Information Form

| Vendor Information Form | | | |
|--|---|--|--|
| Date | Type of Request: (Select one) | | <input type="checkbox"/> Add new Vendor <input type="checkbox"/> Update Existing Vendor |
| Vendor/Payee Name | | | |
| Federal Tax ID or Social Security Number | (New and existing vendors must attach a current signed and dated W-9) | | |
| Individual or Legal Business Name | | | |
| DBA (of applicable) | | | |
| Checks Payable to | | | |
| Accounts Receivable Contact Name | | | |
| Physical Address | City | State | Zip Code |
| | | | |
| Remittance Address | City | State | Zip Code |
| | | | |
| Company Website | | | |
| Phone Number | | Email Address | |
| Business Classification | | | |
| Please check all that apply. Definitions on reverse side. If you hold a certificate for any classification below, please submit with this form. | | | |
| <input type="checkbox"/> Minority Owned (please specify): <input type="checkbox"/> Asian Indian <input type="checkbox"/> Hispanic-Latino <input type="checkbox"/> Asian Pacific <input type="checkbox"/> Native American <input type="checkbox"/> Black <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Women Owned <input type="checkbox"/> Persons with Disabilities Owned <input type="checkbox"/> Veteran Owned <input type="checkbox"/> LGBTQ+ Owned <input type="checkbox"/> Small Business Owned | |
| Type of good/services provided: | | | |
| <input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Other _____ | | If services, please check if they are: <input type="checkbox"/> Legal services <input type="checkbox"/> Medical services | |
| NAICS Code: _____ | | | |
| Signature | | | |
| Unless a certificate is supplied, the undersigned is self-certifying the above information is true. | | | |
| Signature | | Date | |
| Print Name | | Title | |

Please return completed form and W-9 to: AP@geneva.il.us

Per 35 ILCS 200/18-50.2, P.A. 102-0265, governments must ask each business if the business meets the criteria of any of the options below as defined by the Business Enterprise Program for businesses owned by minorities, women, and persons with disabilities.

Minority-Owned Business – A business that is at least 51% owned by one or more minority individuals, or in the case of a corporation, at least 51% of the stock which is owned by one or more minority individuals; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

Women-Owned Business – A business that is at least 51% owned by one or more women, or in the case of a corporation, at least 51% of the stock which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.

Persons with Disabilities-Owned Business – A business that is at least 51% owned by one or more individuals with a disability and the management and daily business operations of which are controlled by one or more of the individuals with a disability who own it. A non-profit agency for individuals with disabilities that is exempt from taxation under section 501 of the Internal Revenue Code of 1986 is also considered a “business owned by an individual with a disability”.

Veteran-Owned Business – A business that is at least 51% owned by one or more veteran service members, or in the case of a corporation, at least 51% of the stock which is owned by one or more veteran service members; and the management and daily business operations of which are controlled by one or more of the veteran service members who own it.

LGBTQ+ Owned Business – A business that is at least 51% owned by one or more LGBT individuals, or in the case of a corporation, at least 51% of the stock which is owned by one or more LGBT individuals; and the management and daily business operations of which are controlled by one or more of the LGBT individuals who own it.

Small Business Owned – An independent business having fewer than 500 employees. For industry-level definitions of small business used in government programs and contracting, see www.sba.gov.

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | | |
|--|-----------|---|---|
| Print or type. See Specific Instructions on page 3. | 1 | Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) | |
| | 2 | Business name/disregarded entity name, if different from above. | |
| | 3a | Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> |
| | 3b | If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | |
| | 5 | Address (number, street, and apt. or suite no.). See instructions. | Requester's name and address (optional) |
| | 6 | City, state, and ZIP code | |
| | 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.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note: If the account is in more than one name, see the instructions for line 1. See also *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.

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they