



MX SPORTS PRO RACING

122 Vista del Rio Drive | Morgantown, WV 26508 | 304.284.0101 tel | 888.339.9416 fax

To: 2011 Pro Motocross Credential Applicants

Welcome to AMA Pro Motocross Championship racing. Attached is the 2011 Season Credential Application packet for the Lucas Oil AMA Pro Motocross Championship, the Women's Motocross Championship (WMX) and the ATV Pro Motocross Championship. This application is administered by MX Sports Pro Racing, Inc. ("MXS"), and is not for general distribution. We hope the information in this package fully explains the Pro Motocross Credential application process.

There are two kinds of credentials: (1) **SEASON** and (2) **EVENT**. A Season credential is good for the entire 2011 racing season and requires submittal of a photo and notarized annual liability waiver and release (enclosed). An Event credential is only good for the event for which it was purchased and can be purchased either in advance or onsite at Rider Services.

In addition, there are two levels of credential access: (1) **CREW** and (2) **GUEST**. A Crew credential is issued to approved mechanics and provides access to restricted areas, such as the Signal/Mechanics Area and Starting Line, and requires the holder to have an AMA membership current through September 15, 2011. A Guest credential does not require AMA membership.

Finally, in addition to rider guests, we also accept credential applications from **INDUSTRY GUESTS**. An Industry Guest is a person associated with a business within the motocross industry (excluding bike shops). All Industry Guest applicants must receive prior approval from MX Sports.

Please review and familiarize yourself with the Credential Policies below. Then submit your application pursuant to the Checklist to avoid processing delays. Please feel free to contact us if you have any questions regarding your credential or the application process. We can be reached at (304) 284.0101 and at credentials@mxsportsproracing.com.

Thank you for the opportunity to serve you.

See you at the Races!

The MX Sports Team

2011 PRO MOTOCROSS CREDENTIAL POLICY

GENERAL

Allotment: Each licensed rider may purchase a maximum of **two (2) Season Crew** and **two (2) Season Guest** credentials at the discounted rate. In addition, a rider may purchase up to **four (4) Event Guest** credentials per event. Applications will not be processed until the affiliated rider has been approved for a 2011 license. All crew and guest applicants **MUST** indicate no more than one (1) rider on the application. **MXS will contact the rider to confirm authorization of a credential application submitted on his/her behalf.** An Industry Business is limited to two (2) Season/Event credentials.

Age Requirements: The minimum age for a Crew Credential is 18 years (Season or Event). The minimum age for a Season/Event Guest Credential is 5 years. A Minor Release form must be completed for all Guests under 18 years of age. Children under 5 do not require a credential, although a Minor Release must be completed.

Event Access:

- **Crew:** Gate admission and access to Starting Line, Signal/Mechanics Area, Paddock and Industry Seating. Signal pass or mechanics (M) card required for access to Signal Area during main events.
- **Guest** (rider guests, industry guests, past champions, etc.): Gate admission and access to Paddock and Industry Seating.

Series Access: A MXS-issued season credential is valid at any AMA Pro Motocross event, both bike and ATV. An MXS-issued credential does NOT provide access to Supercross events.

Season Crew Credential Requirements:

- Minimum 18 years of age
- AMA Membership current through September 15, 2011
- 2011 MX Sports Pro Racing Crew Terms & Conditions Agreement
- Annual Participant Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement
- One (1) passport-size forward-facing photo

Season Guest Credential Requirements:

- Minimum 5 years of age
- Annual Participant Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement
- One (1) passport-size forward-facing photo

Proper Use: Credentials must be worn at all times during events. Presentation of a credential signifies to security that the bearer has signed the required release forms and meets the qualifications for entrance into restricted areas.

Unauthorized Use: Unauthorized or improper use of a credential is prohibited. Credentials are non-transferable and will be revoked immediately if used by any other person.

Replacement: If your credential is lost, stolen or damaged, contact MXS immediately. Depending on the circumstance a fee may be assessed for replacement.

PROCESSING PROCEDURES

Applications must be received 14 days prior to the first event needed. Once approved and processed, the credential will be available for pick up at the next event (ID required).

Faxed and/or e-mailed applications will not be accepted. All Release and Liability waivers must be printed in color on a color printer. Approval of applications is in the sole discretion of MXS.

2011 SEASON CREDENTIAL APPLICATION CHECKLIST

APPLICANT INFORMATION

- Contact Information:** Be sure to provide your complete physical mailing AND current e-mail addresses. Communication will be primarily by e-mail. Do not leave anything blank.
- AMA Membership:** Crew members **MUST** have a current AMA membership valid through 9/15/2011 before applying. Memberships can be obtained and/or renewed online at www.ama-cycle.org or call AMA at (800) 262-5646, prior to submitting application.
- Signature and date:** Your signature is required. We will not process your application if you have not signed and dated your form indicating you have read and understand the policies and procedures above.

CREW/GUEST CREDENTIAL

- Check one box only on the form under this section.**
- Who is your rider?** No more than one (1) rider affiliation can be named. **MXS will contact the rider to confirm authorization of a credential on his/her behalf.**
- Industry Guest:** If you are not a Series or IBA contingency sponsor, but have a business within the motocross industry, you must contact MXS at credentials@mxsportsproracing.com for prior approval. If approved, a Guest credential will be issued only.

SPECIALTY CREDENTIAL

- Check one:** Be sure to fill in additional information if required (i.e., company, title, etc.).

ITEMS TO BE RETURNED

- 2011 Pro Motocross Season Credential Application**
- 2011 Season Credential Payment Form**
- 2011 MX Sports Pro Racing Crew Terms And Conditions:** (Crew only) Print **in color**, read and sign.
- 2011 Annual Participant Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement:** This form **MUST** be printed **in color** and **notarized**. Please note:
Minors: BOTH Parents/Guardians must also sign and notarize the bottom consent portion of the form.
Married: Spouses must also sign and have their signature witnessed by someone other than the applicant.
- Photo:** Include one (1) passport-size forward-facing photo that includes your head and shoulders in front of a light solid color background. Photos with hats or sunglasses will **NOT** be accepted. *2010 photos will NOT be used.* Write your name on the back of the photo. **Photos may be emailed to** credentials@mxsportsproracing.com.
- Mail completed packet with appropriate payment to:
MX Sports Pro Racing, Inc.
122 Vista Del Rio Drive
Morgantown, WV 26508

For questions, please do not hesitate to contact us at (304) 284-0101 or email credentials@mxsportsproracing.com



2011 MX SPORTS PRO RACING SEASON CREDENTIAL APPLICATION

APPLICANT INFORMATION : PLEASE PRINT CLEARLY

NAME _____

ADDRESS _____

CITY _____ ST _____ ZIP _____

AGE _____ BIRTH DATE _____ EMAIL _____

(MM/DD/YYYY)

Email will be primary means of communication.

PRIMARY PHONE _____

CELL PHONE _____

SPOUSE NAME _____ PHONE _____

EMERGENCY

CONTACT _____ RELATIONSHIP _____ PHONE _____

APPLICANT SIGNATURE _____ DATE _____

CREW MEMBER APPLICANTS ONLY

AMA # _____

EXPIRATION _____

AMA Membership Required - Crew Members ONLY
Application will be returned if AMA membership expires prior to 9/15/2011. Go to www.ama-cycle.org or call (800) 262-5646 to renew your membership BEFORE applying.

CREW/GUEST CREDENTIAL : CHECK ONE ONLY

PLEASE NOTE: MX Sports will contact rider to confirm authorization of credential. Limited to (2) Crew and (4) Guest Credentials.

WHO IS YOUR RIDER? _____

DO NOT list more than one rider

250/450 MX (12 events)

CREW = \$350

GUEST = \$400

WMX (8 events)

CREW = \$225

GUEST = \$275

ATVMX (11 events)

CREW = \$300

GUEST = \$350



INDUSTRY GUEST = \$480 (Subject to MX Sports Approval)

Company Name: _____

OFFICE USE ONLY

Received _____

Membership _____

Photo _____

Type _____ Level _____

Endorsement _____

Date Processed _____

Printed _____

Issued _____

SPECIALTY : NO FEE

OFFICIAL MX SPORTS PRO STAFF PAST CHAMPION OTHER (Explain) _____

OEM EXECUTIVE: (Company & Title) _____

BONUS AWARD SPONSOR (Company & Title) _____



2011 MX SPORTS PRO RACING CREW TERMS AND CONDITIONS

In consideration of being granted a 2010 Pro Motocross Crew Credential by MX Sports Pro Racing (hereinafter "MXS"):

- 1. Drug and Alcohol Testing; Release:** I recognize the importance of maintaining the safety and integrity of professional motorcycle racing. Accordingly, I agree to strictly comply with the "AMA Pro Racing 2010 Rulebook" and its Substance Abuse Policy (the "Policy") as it pertains to crew members. I understand that my agreement to comply with the Policy is an essential precondition to the issuance of a credential, and that I must abide by the Policy and submit to such testing procedures as may be conducted from time to time at the sole discretion of AMA Pro Racing and/or MXS. I further understand that any violation of the Policy, or failure/refusal to submit to testing or honestly participate in any testing procedure, will result in immediate disciplinary action by AMA Pro Racing and/or MXS. Finally, I hereby release, indemnify, defend and hold harmless AMA Pro Racing, the AMA, MXS and/or their investors, directors, trustees, officers, employees, agents, personnel, as well as any consultants, laboratories or testing facilities retained by AMA Pro Racing. MXS or its assigns for the purpose of conducting drug or alcohol tests in connection with the Policy, from any and all liability related to tests conducted in connection with the Policy or the disclosure of the results of any such tests.
- 2. Physical Examination:** I certify that I am in good health and suffer from no illness or injury which impairs in any way my ability to participate in the events. I agree to inform MXS of any medical condition, injury or illness which in any way casts a question on my ability to participate in a competent manner. I agree to immediately notify MXS of any change in my medical condition that could in any way affect my ability to participate in a safe and competent manner. I also agree to comply with any request from MXS regarding evidence of medical condition. I understand that MXS retains the right to prevent me from participating in sanctioned events pending examination(s) to determine my medical condition or my ability to participate in a safe and competent manner.
- 3. Production and Promotion Rights:** I agree that all rights, property, and interest in any broadcast by audio, radio, television, motion picture, home video production, Internet or any other means or media (including the transcription of any broadcast) of any AMA Pro Racing sanctioned event shall be the sole property of MXS. Any and all revenues from any broadcast shall belong to MXS for its sole and unlimited use. I hereby consent to the use of my images of and waive any intellectual property interests that I own that would in any way interfere with any broadcast of any AMA Pro Racing sanctioned event.

I further agree that MXS or its assigns, on a non-exclusive basis, may use my name and pictures (including pictures of my racing equipment, if owned by me, and pictures taken at any sanctioned event) for any purpose and in any media, including, but not limited to, television, internet, motion pictures and home video production. I also understand that MXS may, from time to time, engage a sports marketing firm, to, among other things, promote the image of MXS professional motorcycle racing, and I agree to cooperate with MXS and its sports marketing firm in such efforts.

- 4. Crew Member:** A crew member is required to be a member in good standing of the AMA or will join such association and pay applicable dues and any other required fees when registering as a Crew Member. I understand that a person registering as a Crew Member is subject to the AMA Pro Racing 2011 Rulebooks and is required to be 16 years of age or older.
- 5. Waiver:** I acknowledge that motorcycle racing is a dangerous activity, the risks of which cannot be completely eliminated. I acknowledge that by participating as a crew member in any AMA Pro Racing-sanctioned event, I am assuming the risk of property damage and serious injury up to and including death. I acknowledge that I will have the opportunity to inspect and review any and all courses upon which AMA Pro Racing-sanctioned events shall be conducted, and will notify AMA Pro Racing officials of any conditions that I consider to be unsafe. My participation in events is voluntary, and I waive any and all claims for personal property damage, injury, or death against AMA Pro Racing, AMA, MX Sports Pro Racing, Inc., the track owner(s) or any of their respective members and/or investors, directors, trustees, officers, employees, agents, personnel, as well as any of their contractors and/or consultants.
- 6. Acknowledgment and Representation:** I acknowledge and understand that it is my responsibility to properly maintain this credential. I understand that my credential is subject to the MX Sports Pro Racing Crew Terms and Conditions. I represent that I am not contractually or otherwise prohibited from entering into any and all of the agreements set forth in Paragraphs 1 through 5 hereof, or from executing Releases, Waivers or Consents required for participation in AMA Pro Racing sanctioned events.

I further acknowledge that this credential has been issued by MXS for the exclusive use by me. I agree to act in accordance with the AMA Pro Racing 2011 Rulebook, which serves as the official competition rules of AMA Pro Racing's Championships and agree to abide by any amendments or supplemental rules. Transfer or misuse of this credential is cause for revocation.

Printed Name _____ Date _____

Signature _____ Rider Affiliation _____

2011 Annual Participant Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement



IN CONSIDERATION of my being granted a membership, license and/or competition privileges in the Daytona Motorsports Group, LLC, d/b/a AMA Pro Racing (hereinafter collectively known as AMA Pro Racing) sanctioned EVENT(S), as a participant or being permitted to compete, practice, officiate, observe, work for and/or at, or for any purpose participate in any capacity in future EVENT(S), or being permitted to enter for any purpose or in any capacity any RESTRICTED AREAS (defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), I, on behalf of myself, my personal representatives, spouse, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE, AGREE, AND REPRESENT** that I have or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter and further agree and warrant that, if at any time, I am in or about any RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Daytona Motorsports Group, LLC, AMA Pro Racing, and/or the American Motorcyclist Association, MX Sports Pro Racing, Inc., the promoters, organizers, participants, racing associations, sanctioning organizations and/or any subdivision thereof, track operators, track owners, and with respect to each and every one of the foregoing entities, all of their directors, officers, shareholders, owning members, investors, employees, executives, and personnel, officials and their assistants, motorcycle owners, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREAS, sponsors, advertisers, owners, lessees, designers and constructors of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S), all owners, lessees, manufacturers, distributors, wholesalers, retailers, designers, inspectors, and sponsors of all racing motorcycles and racing and other equipment on the premises during any EVENT(S), and all other persons, firms, or corporations insured by any liability policy procured by or on behalf of the AMA Pro Racing or any EVENT(S) organizers, promoters, sponsors, or teams, and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as the RELEASEES, FROM ALL LIABILITY TO ME, my personal representatives, spouse, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH IN ANY WAY ARISING OUT OF OR RELATED TO THE EVENT(S), from any cause whatsoever, including, without limitation, the failure of anyone to enforce rules and regulations, the failure to make inspections, the condition of any portion of the track or premises, defective products, and any act or omission of the RELEASEES or any of them or any other act WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE AND WHETHER OR NOT OCCURRING IN RESTRICTED AREAS.

3. **HEREBY AGREE TO INDEMNIFY, DEFEND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury or death while I am in the RESTRICTED AREAS and/or while competing, practicing, qualifying, officiating, observing or working for or for any purpose participating in the EVENT(S) and WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. **HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.

5. **HEREBY ACKNOWLEDGE THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge and knowingly accept that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OR MEDICAL OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. **HEREBY AGREE THAT THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OR MEDICAL OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Municipality, State and/or Country in which the EVENT(S) is/are conducted and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. **HEREBY AGREE** that, in the event that I sustain any injury while participating in or observing any EVENT for any purpose or while in any RESTRICTED AREA for any purpose, any rescue personnel or medical personnel may release such medical information about my condition to representatives of AMA Pro Racing, the EVENT promoter, sanctioning organization, track operator, or track owner as necessary to allow such individuals to properly report that information to representatives of the sanctioning organization and/or insurance carriers.

8. **HEREBY AGREE** this Agreement shall be binding upon and enforceable against me, my personal and/or legal representatives, spouse, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENT(S).

I HAVE READ THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ AND VOLUNTARILY SIGN THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

APPLICANT IS: Single or Married

APPLICANT Legal Signature _____ **Date** _____

APPLICANT Printed Name _____

Subscribed and sworn to at _____ **before me this** ____ **day of** _____, **A.D. 20** _____

Notary Public _____ **County,** _____ **State of** _____

My Commission Expires _____

MINORS ONLY

COMPLETE THE SECTION BELOW IF YOU ARE UNDER THE AGE OF 18 OR CONSIDERED A MINOR IN YOUR STATE OF RESIDENCE (i.e., under the age of 21 or 18 as applicable), **this application must bear the notarized signature of parent or legal guardian (such signature shall be on behalf of both parents where the minor has two parents) which shall acknowledge and be a waiver and release of any and all claims such parent(s) or legal guardian may have.**

Parent or Legal Guardian Signature _____ **Date** _____

Parent or Legal Guardian Printed Name _____

Subscribed and sworn to at _____ **before me this** ____ **day of** _____, **A.D. 20** _____

Notary Public _____ **County,** _____ **State of** _____

My Commission Expires _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	MX Sports Pro Racing, Inc. 122 Vista Del Rio Drive Morgantown, WV 26508
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual

▶ See separate instructions.

<p>Who Should Use This Form?</p> <p><i>Note: For definitions of terms used in this section and detailed instructions on required withholding forms for each type of income, see Definitions on pages 1 through 3 of the instructions.</i></p>	<p>IF you are a nonresident alien individual who is receiving . . .</p>	<p>THEN, if you are the beneficial owner of that income, use this form to claim . . .</p>
	<p>Compensation for independent personal services performed in the United States</p>	<p>A tax treaty withholding exemption for part or all of that compensation and/or to claim the daily personal exemption amount.</p>
	<p>Compensation for dependent personal services performed in the United States</p>	<p>A tax treaty withholding exemption for part or all of that compensation. Note: Do not use Form 8233 to claim the daily personal exemption amount.</p>
	<p>Noncompensatory scholarship or fellowship income and personal services income from the same withholding agent</p>	<p>A tax treaty withholding exemption for part or all of both types of income.</p>
<p>DO NOT Use This Form. . .</p>	<p>IF you are a beneficial owner who is . . .</p>	<p>INSTEAD, use . . .</p>
	<p>Receiving compensation for dependent personal services performed in the United States and you are not claiming a tax treaty withholding exemption for that compensation</p>	<p>Form W-4</p>
	<p>Receiving noncompensatory scholarship or fellowship income and you are not receiving any personal services income from the same withholding agent</p>	<p>Form W-8BEN or, if elected by the withholding agent, Form W-4 for the noncompensatory scholarship or fellowship income</p>
	<p>Claiming only foreign status or treaty benefits with respect to income that is not compensation for personal services</p>	<p>Form W-8BEN</p>

This exemption is applicable for compensation for calendar year _____, or other tax year beginning _____ and ending _____.

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual who is the beneficial owner	2 U.S. taxpayer identifying number	3 Foreign tax identifying number, if any (optional)
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box.		
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)
5 Address in the United States (street, apt. or suite no., or rural route). Do not use a P.O. box.		
City or town, state, and ZIP code		
Note: Citizens of Canada or Mexico are not required to complete lines 7a and 7b.		
6 U.S. visa type	7a Country issuing passport	7b Passport number
8 Date of entry into the United States	9a Current nonimmigrant status	9b Date your current nonimmigrant status expires

10 If you are a foreign student, trainee, professor/teacher, or researcher, check this box **Caution: See the line 10 instructions for the required additional statement you must attach.**

Part II Claim for Tax Treaty Withholding Exemption and/or Personal Exemption Amount

- 11 Compensation for independent (and certain dependent) personal services:
 - a Description of personal services you are providing
 -
 - b Total compensation you expect to be paid for these services in this calendar or tax year \$
- 12 If compensation is exempt from withholding based on a tax treaty benefit, provide:
 - a Tax treaty **and treaty article** on which you are basing exemption from withholding
 -
 - b Total compensation listed on line 11b above that is exempt from tax under this treaty \$
 - c Country of permanent residence

Note: Do not complete lines 13a through 13c unless you also received compensation for personal services **from the same withholding agent.**

- 13 Noncompensatory scholarship or fellowship income:
 - a Amount \$
 - b Tax treaty **and treaty article** on which you are basing exemption from withholding
 -
 - c Total income listed on line 13a above that is exempt from tax under this treaty \$

14 Sufficient facts to justify the exemption from withholding claimed on line 12 and/or line 13 (see instructions)

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Note: Lines 15 through 18 are to be completed only for certain independent personal services (see instructions).

- 15 Number of personal exemptions claimed ▶
- 16 How many days will you perform services in the United States during this tax year? ▶
- 17 Daily personal exemption amount claimed (see instructions) ▶
- 18 Total personal exemption amount claimed. Multiply line 16 by line 17 ▶

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.
- The beneficial owner is not a U.S. person.
- The beneficial owner is a resident of the treaty country listed on line 12a and/or 13b above within the meaning of the income tax treaty between the United States and that country.
- The beneficial owner is not a former citizen or long-term resident of the United States subject to section 877 (relating to certain acts of expatriation) or, if subject to section 877, the beneficial owner is nevertheless entitled to treaty benefits with respect to the amounts received.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶
Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date

Part IV Withholding Agent Acceptance and Certification

Name Employer identification number

Address (number and street) (Include apt. or suite no. or P.O. box, if applicable.)

City, state, and ZIP code Telephone number

Under penalties of perjury, I certify that I have examined this form and any accompanying statements, that I am satisfied that an exemption from withholding is warranted, and that I do not know or have reason to know that the nonresident alien individual is not entitled to the exemption or that the nonresident alien's eligibility for the exemption cannot be readily determined.

Signature of withholding agent ▶ Date ▶

