



## DIGITAL HOST SITE AGREEMENT

This DIGITAL HOST SITE AGREEMENT (the "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, (the "Effective Date") by and between **ACTIVE DIGITAL SIGNAGE, LLC**, an Arizona limited liability company (the "Company") and \_\_\_\_\_ (the "Host"). The Host and the Company are sometimes referred to in this Agreement as the "Parties" or a "Party" as the context dictates. Unless otherwise defined within the text of this Agreement, or unless the context otherwise discloses their obvious meaning, capitalized terms used in this Agreement shall have the meanings provided in their definitions set forth in Section 2, below.

### RECITALS

- A. The Company is in the business of providing Content on Displays located at various Digital Host Sites and whose principal source of revenue is Advertising Fees.
- B. The Host desires to provide the Company with a Digital Host Site at its place of business.
- C. The Company and the Host agree to establish a Digital Host Site at the location identified in this Agreement on the terms and conditions hereinafter set forth.

IN CONSIDERATION, therefore, of the premises and of the mutual promises made, and the obligations incurred, within this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

**1. SELECTION AND ACCEPTANCE OF DIGITAL HOST SITE.** The Company hereby selects the place of business of the Host, identified in Exhibit 2, attached, as a Digital Host Site, and the Host accepts that designation and the related terms of this Agreement in exchange for the Compensation provided by the Company.

**2. DEFINITIONS.** Unless otherwise indicated within this Agreement, the following terms shall bear the meanings ascribed to them within the definitions provided for them below:

(i) **Advertisement.** A promotional message localized and appropriate for viewers of the Display at the Digital Host Site and appearing within the Content on one or more Displays located at the Digital Host Site for not less than ten (10) seconds and repeated not less than once every 30 minutes while the Digital Host Site is operational.

(ii) **Advertiser.** A person or entity that has executed a Digital Advertising Agreement and pays the Advertising Fees in exchange for the creation and presentation of an Advertisement at one or more Digital Host Sites.

(iii) **Advertising Fees.** Fees paid to the Company by Advertisers for Advertisements as part of the Content appearing on Displays at each Digital Host Site.

(iv) **Compensation.** The amount paid the Company to the Host, in the manner and to the extent described on Exhibit 1 hereof, for its agreement to provide the Digital Host Site under the conditions established by this Agreement.

(v) **Content.** Entertainment programming and Advertisements appearing on one or more Displays at each Digital Host Site, provided that the Content shall contain no image or text whose display or promotion is, in the sole opinion of the Company, unsuitable for general audiences.

(vi) Digital Advertising Agreement. An agreement between an Advertiser and the Company governing the terms and conditions under which the Company will deliver an approved Advertisement as part of the Content in exchange for payment of the Advertising fees.

(vii) Digital Host Site. The physical location chosen by the Company for one or more of its Displays.

(viii) Display. Electronic screen or other medium of variable dimensions owned, operated and maintained by the Company and capable of reproducing the Content with a maximum video source resolution of 1920 pixels, horizontally, and 1080 pixels, vertically. The specifications and location(s) of the Display(s) to be installed at the Digital Host Site are set forth on Exhibit 2 hereof.

(ix) Internet. A global network of interconnected computer networks, each using the transmission control protocol/internet protocol and/or such other standard network interconnection protocols as may be adopted from time to time, which is used to transmit content that is directly or indirectly delivered to a computer or other digital electronic device for display to an end-user.

**3. COMPANY OBLIGATIONS.** In addition to the payment of Compensation to the Host as required by this Agreement, the Company agrees to (i) provide and install the Display, (ii) be solely responsible for supplying all Content to the Display at the Digital Host Site and (iii) prepare the copy for Host's initial advertisement provided that Host has supplied ADS with copy in media and file format acceptable to ADS. A copy change fee of \$45 will apply for each copy change after the initial advertisement.

**4. HOST OBLIGATIONS.** The Host agrees to perform the following duties throughout the term of this Agreement:

a. purchase a minimum ten (10) ad package for The Host to advertise their company at any site(s) they choose that has availability.

b. ensure continuous and sufficient electrical power and speed of its Internet connection sufficient to present the Content on the Display during normal business hours of the Host;

c. provide prompt notice to the Company, and in no event later than within 24 hours, of any interruption to the presentation of the Content on the Display;

d. provide an unimpeded view of the Display at all times during normal business hours of the Host;

e. provide adequate training to all personnel representing the Host and having any contact with its customers or the general public about the Content and the Display;

f. provide access to the Digital Host Site to the Company, through its authorized agents, at all times during the Host's regular business hours for the purpose of allowing the installation, maintenance, repair and replacement of the Display, as and when necessary, as determined by the Company;

g. cooperate fully with the Company to permit the removal of the Display from the Digital Host Site in the event the Host file a petition in any U.S. Bankruptcy Court of appropriate jurisdiction or executes an assignment of its property rights for the benefit of its creditors or is unable to pay its debts as and when they accrue, or it violates any of the "Host Obligations" as set forth in this document;

h. obtain and maintain a policy insuring the Host against property, casualty and liability damages in that amount required by the landlord, if any, for the Digital Host Site or as reasonably required by the Company; and

i. notify the Company of its intention to change the location of the Digital Host Site from that approved by the Company.

**5. REPRESENTATIONS AND WARRANTIES.** The Parties hereby represent and warrant, one to the other, the following:

a. The Company hereby represents and warrants to the Host that:

1) it disclaims any responsibility to the Host or the viewers of the Display concerning any statements or claims made by any Advertiser for products or services that are the subject of any Advertisement, or liability of any kind or description therefore, as the subject matter of each Advertisement is the sole responsibility of the Advertiser.

b. The Host hereby represents and warrants to the Company that:

1) where operating as other than an individual or sole proprietorship, it is an entity fully authorized and existing under the laws of the state of its organization, is fully authorized to enter into this Agreement and the signatory executing this Agreement on its behalf is fully authorized so to do;

2) it has no ownership interest of any type in the Display and, if requested by the Company, shall confirm in writing the fact that the Display is owned solely by the Company to any third party identified by the Company;

3) it is fully authorized to provide all necessary access for the Company to install, maintain and operate the Display at the Digital Host Site.

## **6. TERM AND TERMINATION.**

6.1 **Term.** The initial term of this Agreement is twenty-four (24) months following the Effective Date. This Agreement and its related benefits and obligations shall be automatically renewed for additional terms shown in Exhibit 1 unless either Party notifies the other Party of their intention to terminate this Agreement in the manner provided in Section 6.2, below.

6.2 **Termination by either Host or Company.** Either Party may terminate this Agreement for any reason or no reason at all so long as the terminating Party provides written notice of its intention to terminate not less than thirty (30) business days prior to the effective date of the intended termination. The Company, however, can terminate with 3 day notice if the Host Obligations are violated in Section 4.

6.3 **Survival.** The rights of the Parties under this Section 6 shall survive the termination or expiration of this Agreement.

## **7. MISCELLANEOUS**

7.1 **Time is of the Essence.** Time is of the essence for all purposes under this Agreement.

7.2 **Governing Law.** This Agreement shall be governed by and construed in accord with the laws of the State of Arizona. The Parties submit to the jurisdiction of any appropriate court within Arizona for adjudication of disputes arising from this Agreement.

7.3 **Assignment.** The Host may not assign this Agreement to any person or entity without the express written consent of the Company. In the event the Company grants such consent, then all of the rights and obligations of the Host under this Agreement shall automatically transfer to the third-party assignee or transferee. The Company may only assign this Agreement without the written consent of the Host to a subsidiary or affiliate of Company. Any attempted assignment in violation of this provision shall be void.

7.4 **Entire Agreement.** This Agreement and the Exhibit attached hereto supersede all prior understandings, representations, negotiations and correspondence between the Parties, constitute the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance, or

usage of trade. Any amendment or modification of this Agreement shall be invalid unless in writing and signed by the Parties.

7.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

7.6 Notices. Notices given under this Agreement shall be in writing and shall be deemed to have been given and delivered when received, if sent by the United States Mail, certified or registered mail, with postage prepaid and addressed, or sent by way of overnight delivery service:

If to the Company:

Active Digital Signage, LLC  
4060 West Clarendon Avenue  
Phoenix, Arizona 85019  
Attention: Casey Hagon, Admin. Member  
Telephone #: 888-596-8723  
Email Address: chagon@activedigitalsignage.com

If to the Host:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Mobile #: \_\_\_\_\_

or to such other address or contact information provided to the other Party after the Effective Date.

**8. REMEDIES**

In addition to the provisions of Section 6, if any Party should breach this Agreement, the non-breaching Party shall have available to it all rights and remedies allowed by law or in equity, including injunctive relief. The rights, options, elections, powers, and remedies (“Remedies”) provided in this Agreement are cumulative and none of them shall be construed as precluding or waiving the right to any other Remedies. Each Remedy available to a Party under this Agreement is in addition to any other rights or remedies a Party may have. If suit, arbitration or other legal proceeding is instituted by either Party as a result arising out of this Agreement, the successful Party in any such proceeding promises to pay the unsuccessful Party reasonable attorneys’ fees and other costs (to be determined by the court or arbitrator and not by jury, in the case of litigation or arbitration) incurred as a result thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**ACTIVE DIGITAL SIGNAGE, LLC**, an Arizona limited liability company (“Company”)

\_\_\_\_\_  
(the “Host”)

By: \_\_\_\_\_  
Casey Hagon, Administrative Member

**EXHIBIT 1**

**(Compensation)**

The compensation of the Host shall include the following :

- 10% of the revenue generated from the location with a signed TWO (2) year AGREEMENT.

Payment will be made will be made on the following 15<sup>th</sup> of every month for revenue received in the prior month.

**EXHIBIT 2**

Description of Display(s) and Location Within Digital Host Site

1. Please attach/email a photo of the desired location(s).

2. Address of Host Site: \_\_\_\_\_  
\_\_\_\_\_

Identify location of screen for sales purposes/website: (example: N wall above bar)

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## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line 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.

Social security number									

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

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.

<b>Sign Here</b>	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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# Host Site Installation Survey

Customer/Location Name: \_\_\_\_\_

Location Contact Name and Phone Number: \_\_\_\_\_

Installation Address, include City and State: \_\_\_\_\_

\*Preferred Install dates/times: \_\_\_\_\_

Photos of Environment (Wall, Ceiling, Room, etc) and date emailed to [installs@activedigitalsignage.com](mailto:installs@activedigitalsignage.com) :

## Environment

Multiple Screens Quantity \_\_\_\_\_

See exhibit 2 for approval

What is the material of the Mounting Wall?

- Dry Wall
- Cement
- Concrete Block
- Over Chalk or White Board
- Ceiling indicate type \_\_\_\_\_
- Other: \_\_\_\_\_

Ceiling Type?

- Solid, Not drillable
- Suspension, 2'X2'
- Suspension, 2'X4'

Mount Type?

- Flat tilting / Quantity \_\_\_\_\_
- Full Motion / Quantity \_\_\_\_\_
- Ceiling Rod /Quantity \_\_\_\_\_
- Corner / Quantity \_\_\_\_\_

## Electrical

Per the Digital Host Site Agreement, the Host agrees to ensure continuous and sufficient electrical power during normal business hours.

Please verify:

- A dedicated power outlet is available at the desired location of board.
- Electrical outlet is not on a switch
- The distance from the outlet to the board is \_\_\_\_\_ Feet.

\*Note: If an operating outlet is not available the Host is responsible to have an outlet installed prior to the install date. \_\_\_\_\_ (host initials)

Date outlet is available: \_\_\_\_\_

**\*Please allow 24 hours notice to cancel the install date.**

Active Digital will install the electrical for a \$250 fee per location if the electrical is not in place at time of board installation.

X \_\_\_\_\_ Date: \_\_\_\_\_  
Host Signature

Fax: (602) 393-5456 E:Mail: [installs@activedigitalsignage.com](mailto:installs@activedigitalsignage.com)

## Wireless Internet must be available:

- Host Tech Contact Person: \_\_\_\_\_
- Phone # \_\_\_\_\_
- Wireless Name: \_\_\_\_\_
- Wireless Password: \_\_\_\_\_
- Router Brand: \_\_\_\_\_
- Router IP Address: \_\_\_\_\_
- Router Administration Password: \_\_\_\_\_

Email: [installs@activedigitalsignage.com](mailto:installs@activedigitalsignage.com) Fax (602) 393-5456

Revision Date 4/25/13



# HOST DESIGN CHECKLIST

Email completed form to [operations@activedigitalsignage.com](mailto:operations@activedigitalsignage.com)

Area Coordinator: \_\_\_\_\_ Client: \_\_\_\_\_

Logo Provided\*\*: Yes No Format: \_\_\_\_\_ Name: \_\_\_\_\_

*\*Date provided to Designs@activedigitalsignage.com* \_\_\_\_\_

Images Provided\*\*: Yes No Format: \_\_\_\_\_ Name: \_\_\_\_\_

*\*Date provided to Designs@activedigitalsignage.com* \_\_\_\_\_

Video Provided\*\*\*: Yes No Format: \_\_\_\_\_ Name: \_\_\_\_\_

*\*Date provided to Designs@activedigitalsignage.com* \_\_\_\_\_

Ad Start Date: \_\_\_\_\_

Client Design Contact Information (Email and phone)

\_\_\_\_\_

Client Website: \_\_\_\_\_

Text Keyword Requested (please choose 3): \_\_\_\_\_ Local Area Code: \_\_\_\_\_

\_\_\_\_\_

Specific Verbiage/Content To Be Used for Host Area Ad: (draw picture of layout/banner, identify sources of information to pull from, any ideas you have about the content are critical, company colors, send video footage, etc. - *Minimum font size is 14 pt. Screen size is 860px x600px*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Paid Ads to be Played at this Location** (Existing Ad Clients who want to increase their monthly ad package must sign and return the Advertising Change Verification form to [operations@activedigitalsignage.com](mailto:operations@activedigitalsignage.com)):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## New Host COVER SHEET

Account Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Accts. Rec. Contact: \_\_\_\_\_  
Accts. Rec. E-mail: \_\_\_\_\_  
Sales Rep: \_\_\_\_\_  
Date Contract Signed \_\_\_\_\_

### ***Host Site Documents Required:***

- \_\_\_\_\_ New Host Cover Sheet
- \_\_\_\_\_ Digital Host Site Agreement
- \_\_\_\_\_ Host Design Checklist
- \_\_\_\_\_ Installation Survey
- \_\_\_\_\_ W-9: For Host to be paid.
- \_\_\_\_\_ Final Installation Form/Work Order from Accounting

HOST PACKAGES MUST BE RETURNED WITH ALL OF ABOVE INFORMATION EXCEPT FOR FINAL INSTALL FORM IN ORDER FOR PROCESSING TO BEGIN.

E:mail package to: [operations@activedigitalsignage.com](mailto:operations@activedigitalsignage.com)