



ASCAP Writer Application

INSTRUCTIONS

1

Please fill out the attached three (3) forms online:

- ASCAP Writer Application
- ASCAP Membership Agreement
- W-9 Form -- Request for Taxpayer Identification Number and Certificate
Required by the Internal Revenue Service.

Please note the following:

For text fields, place mouse cursor near start of field and click, and tab to reach next field. For 'selection boxes', click once to select (check mark will appear), and click again to deselect. Where only one choice out of several is allowed, clicking on a new selection will deselect the previous one.

When entering SS# or TAX ID# on W-9 Form, you must tab between digits.

2

Print and sign all three (3) forms. Keep a copy for your files.

The signature on the Agreement must match the signature on your Application. If you are under 18, a parent or guardian's signature is required on both the Agreement and Application.

3

Send all three (3) completed and signed forms together in one envelope to:

ASCAP Membership Department
Application Enclosed
One Lincoln Plaza
New York, NY 10023

IF YOU HAVE BEEN A MEMBER OF OR AFFILIATED WITH ANY OTHER PERFORMING RIGHT LICENSING ORGANIZATION, you must enclose a copy of your release from that organization with your application. This way, we can make sure our own information is up to date, and be certain that other past or present affiliations will not prevent your election to ASCAP.

In addition, in accordance with paragraph 11 of the ASCAP Membership Agreement, if you have granted the right to license your works for performances in foreign countries to any other entity, please provide us with a list showing each such country, the entity with which you have such an agreement, the date the agreement expires, and any other pertinent information concerning that agreement.

TAX FORM: The IRS requires that ASCAP has accurate tax information on file for all members who are U.S. citizens or resident aliens. ASCAP CANNOT PROCESS YOUR APPLICATION IF THE W-9 FORM IS NOT COMPLETED AND SIGNED. Your name and Social Security Number (SS#) must match the name and number as they appear on your Social Security card.

If you are not a U.S. citizen or resident alien, you will need to fill out another form, most likely the W-8 Form. If you have any questions about which form to complete, please contact us at 212-621-6240 for further information. The W-8 Form is available for download at the Internal Revenue Service web site at: <http://www.irs.gov>.

ARTICLES OF ASSOCIATION, RULES AND REGULATIONS AND AFJ2. The Application asks you to acknowledge that you have read ASCAP's Articles of Association, Compendium of Rules and Regulations, and the Second Amended Final Judgment entered in *U.S. v. ASCAP* ("AFJ2"). If you wish to read them now, [click here](#). They are posted on our website at <http://www.ascap.com/reference/>.

NOTIFICATION OF ACCEPTANCE. If you are elected to membership, you will receive notice of acceptance along with your personalized ASCAP Member Card indicating your Member Code Number. A fully executed copy of your Agreement will be kept on record at ASCAP.

If there is a problem with your application, the Membership Department will contact you. **THANK YOU FOR APPLYING!**



ASCAP Writer Application

1. PLEASE TYPE YOUR FULL LEGAL NAME IN THE FIELD BELOW

Check one: Mr. Ms. Miss Mrs. Dr. Other:

Full Name:

IMPORTANT: If you only enter one name, you must provide proof of such name.

1a. PLEASE LIST ANY PSEUDONYMS, STAGE NAMES OR PROFESSIONAL NAMES YOU ARE USING, IF DIFFERENT FROM YOUR LEGAL NAME.

Pseudonyms: 1) 2)

1b. PLEASE LIST THE NAME OF THE BAND OR MUSICAL GROUP OF WHICH YOU ARE A MEMBER (IF ANY).

Band Name:

2. DATE OF BIRTH: (mm / dd / yyyy)

3. ADDRESS:

E-mail*

Street Address

Apt #

City

State

Zip

Phone Number

()

Fax Number

()

* ASCAP will use your email address for ASCAP correspondence only. We will not share or sell your email address. You may opt out of receiving ASCAP email correspondence at any time.

3a. ROYALTY ADDRESS:

(only if you would like your royalties and performance statements sent to a different address than above)

Name:

Street Address

Apt #

City

State

Zip

Phone Number

()

Fax Number

()

4. ARE YOU A U.S. CITIZEN OR A RESIDENT ALIEN OF THE UNITED STATES?

YES NO

If no, what is your country of permanent residence?

5. SOCIAL SECURITY NUMBER:

(required for U.S. citizens and residents)

6. I AM CURRENTLY (or) I HAVE BEEN A MEMBER OR AFFILIATE OF:

ASCAP BMI* SESAC* Other*

As: a writer and/or a publisher

*PLEASE ATTACH A COPY OF YOUR RELEASE FROM THIS ORGANIZATION.
APPLICATIONS WITHOUT NECESSARY RELEASES CANNOT BE PROCESSED.

If affiliated as a publisher, please list company's name below:

7. I AM APPLYING AS A: **Composer (music)** **Author (lyrics)** **Both**

To qualify for membership in ASCAP, you must be the writer or co-writer of at least one musical work or song that has been commercially recorded, performed publicly in any venue or medium licensable by ASCAP, performed in any audio visual or electronic medium, or published and available for sale or rental as sheet music, a score or folio.

Title of ONE musical work or song:

Please check ONE of the following requirements you meet to qualify for membership in ASCAP and provide the information requested based on the musical work or song listed above:

A commercial recording

Recording Artist:

Date Of Release:

Record Label:

OR

Public performance in any venue licensable by ASCAP

(Club, live concert, symphonic concert or recital venue, college or university, etc.)

Performer:

Name of venue:

Date of Performance:

Where?

OR

Performance in any audio visual or electronic medium
(film, television, radio, Internet, cable, pay-per-view, etc.)

Medium (film, television, radio, Internet, etc.):

Title or name of film, television program, web site or radio station:

Date of performance:

OR

Published sheet music, score or folio available for sale or rental

Title of published sheet music, score or folio:

Publisher:

8. PLEASE CHECK HERE IF YOU PRIMARILY COMPOSE CONCERT MUSIC (WORKS FOR ORCHESTRA, CHAMBER ENSEMBLE, CHORUS, WIND ENSEMBLE/CONCERT BAND, ELECTRO-ACOUSTIC FORCES, ETC.):

9. CONFIDENTIALITY OF MEMBER ADDRESS:

Under certain circumstances, ASCAP members are entitled to examine a list of all members names and addresses, unless a member wishes his or her address to be kept confidential. Please indicate whether you wish ASCAP to keep your address confidential (for reasons of privacy or otherwise) in these circumstances.

Please keep my address confidential.

10. WARRANTIES & REPRESENTATIONS:

- A. I represent that there are no existing assignments or licenses, direct or indirect, of non-dramatic performing rights in or to the musical work listed in #7 above, except to or with the publisher(s) of this work. If there are assignments or licenses other than with publishers, I have attached copies of such assignments or licenses.
- B. I have read ASCAP's Articles of Association, Compendium of Rules and Regulations, and the Second Amended Final Judgment entered in *U.S. v. ASCAP* ("AFJ2") and agree to be bound by them, as now in effect, and as they may be amended, and I agree to execute agreements in such form and for such periods as the Board of Directors shall have required and shall hereafter require for all members.
- C. I represent that I meet the eligibility requirements for membership as set forth herein. I understand that ASCAP reserves the right to request substantiation of eligibility at any time.

D. I warrant and represent that all of the information furnished in this application is true. I acknowledge that any agreement entered into between ASCAP and me will be in reliance upon the representations contained in this application, and that my membership will be subject to termination if the information contained in this application is not complete and accurate.

Optional: Writer Digital Home Recording ("DART") Royalties Election

Under the Audio Home Recording Act of 1992, royalties are paid by manufacturers and importers of digital audio recording equipment and recording media (e.g., blank tapes or discs). The royalties are shared by writers, publishers, recording artists and record companies. ASCAP can act on behalf of those members who specifically designate ASCAP to represent them in digital audio royalty matters under the Act. SEE DART FACT SHEET FOR MORE INFORMATION BEFORE MAKING YOUR DECISION. IF YOU ARE UNDECIDED, YOU MAY LEAVE THIS SECTION BLANK.

YES, Applicant grants the American Society of Composers, Authors and Publishers ("ASCAP") the exclusive right to collect and distribute digital audio royalty payments as provided in Public Law No. 102-563 (the Audio Home Recording Act of 1992), as such law may be amended and payments for home recording of Applicant's copyrighted musical works outside of the United States, with respect to all of the musical works described in the ASCAP Membership Agreement.

NO, Applicant does not wish ASCAP to represent me regarding home recording rights.

PLEASE SIGN YOUR LEGAL NAME HERE:

Sign Here

Date

Signature of parent or guardian if applicant is under 18

Date

NOTE: APPLICATIONS THAT ARE NOT SIGNED WILL BE RETURNED TO THE APPLICANT.



ASCAP Membership Agreement

Agreement made between the Undersigned (for brevity called "*Owner*") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "*Society*"), in consideration of the premises and of the mutual covenants hereinafter contained, as follows:

1. The *Owner* grants to the *Society* for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the *Owner* is a copyright proprietor; or

Which the *Owner*, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or

In which the *Owner* now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the *Owner*, alone, jointly or in collaboration with others; or

In which the *Owner* may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the *Society* by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the *Owner* and/or others, as well as the right to sue under such copyrights in the name of the *Society* and/or in the name of the *Owner* and/or others, to the end that the *Society* may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the *Owner* reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form); provided, how-

ever, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such composition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performances dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The *Owner* may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interest under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the *Owner* is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges, "free plugs," or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcasts thereof to a particular artist, station, network or program. The *Owner* may also at anytime and from time to time, in good faith, restrict the radio or television broadcasting of any composition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of *Society* or on a claim by a non-member of *Society* that *Society* does not have the right to license the public performance of such composition by radio or television broadcasting.

2. The term of this *Agreement* shall be for a period commencing on the date hereof and continuing indefinitely thereafter unless terminated by either party in accordance with the Articles of Association.

3. The *Society* agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the *Owner*, to the uses and purposes as

provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

4. The *Owner* hereby irrevocably, during the term hereof, authorizes, empowers and vests in the *Society* the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the *Owner* and/or others, in any and all works copyrighted by the *Owner*, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the *Owner* and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the *Owner* and/or in the name of the *Society*, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the *Owner* might or could do, had this instrument not been made.

5. The *Owner* hereby makes, constitutes and appoints the *Society*, or its successor, the *Owner's* true and lawful attorney, irrevocably during the term hereof, and in the name of the *Society* or its successor, or in the name of the *Owner*, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The *Owner* agrees from time to time, to execute, acknowledge and deliver to the *Society*, such assurances, powers of attorney or other authorizations or instruments as the *Society* may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof of the Board of Directors of the *Society* shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of apportionment and distribution of royalties as determined by the Board of Directors in accordance with the Articles of Association as they may be amended from time to time.

8. The *Owner* agrees that the apportionment and distribution of royalties by the *Society* as determined from time to time by the Board of Directors of the *Society*, in case of appeal by him, shall be final, conclusive and binding upon him.

The *Society* shall have the right to transfer the right of review of any apportionment and distribution of royalties from the Board of Directors to any other agency or instrumentality that in its discretion and good judgment it deems best adapted to assuring to the *Society's* membership a just, fair, equitable and accurate apportionment and distribution of royalties.

The *Society* shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of a member's apportionment and distribution of royalties as will assure a fair, just and equitable distribution of royalties among the membership.

9. **"Public Performance" Defined.** The term "*public performance*" shall be construed to mean vocal, instrumental and/or mechanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and television broadcasting stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances and renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of motion pictures.

10. **"Musical Works" Defined.** The phrase "*musical works*" shall be construed to mean musical compositions and dramatico-musical compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefrom.

11. The powers, rights, authorities and privileges by this instrument vested in the *Society*, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which is attached hereto.

12. The grant made herein by the *Owner* is modified by and subject to the provisions of (a) the Second Amended Final Judgment in *United States v. ASCAP*, Civ. Action No. 41-1395 (S.D.N.Y. June 11, 2001), as the same may be amended from time to time, and (b) the provisions of the Articles of Association and resolutions of the Board of Directors.

SIGNED, SEALED AND DELIVERED, on this _____ of _____, _____ year .
day month year

Owner { _____
Sign your name here

Enter or print your full legal name here (must match name on application)

Society { AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS,
By _____
President and Chairman of the Board

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	
	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"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							
or							
Employer identification number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							

Note: If the account is in more than one name, see the chart on page 4 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. person (including a U.S. resident alien).

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 ▶
------------------	----------------------------	--------

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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 recipient 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 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business 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" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; 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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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: Writing "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 items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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 or Archer MSA 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





ASCAP Digital Audio Recording (DART) Fact Sheet

The Audio Home Recording Act of 1992 created new royalty funds to be shared by writers, publishers, recording artists and record companies. Royalties are paid by manufacturers and importers of digital audio recording equipment and recording media (e.g., blank tapes or discs).

The royalties are then divided into two funds. One-third of the total paid is allocated to the Musical Works Fund. (The other two-thirds is allocated to the Sound Recordings Fund, to be shared by recording artists and record companies.) The Musical Works Fund is then subdivided 50-50 into a Writers Subfund and a Publishers Subfund. Royalties are allocated to claimants within each subfund based on broadcast performances or phonorecord sales.

Royalties are allocated among the interested parties in each subfund as they agree or, in the absence of agreement, as a Copyright Arbitration Royalty Panel and the Copyright Office decide.

ASCAP will act on behalf of those members who specifically designate ASCAP to represent them in digital audio royalty matters under the Act. ASCAP's services on behalf of those members include negotiations with other individual and joint claimants to Musical Works Fund royalties to reach voluntary agreement for the fair and equitable distribution of royalty payments. In the absence of such voluntary agreements, ASCAP will represent those members in distribution proceedings before the Copyright Arbitration Royalty Panel, and seek the maximum award of royalties to which those members are entitled. ASCAP will then distribute to those members the digital audio royalty payments collected.

ASCAP has a long and very successful track record in representing our members before the Copyright Arbitration Royalty Panel and its predecessor entity, the Copyright Royalty Tribunal, in the collection and distribution of royalties paid by users pursuant to the cable, satellite home carrier, jukebox and noncommercial broadcast compulsory licenses. ASCAP is positioned, by virtue of our experience and the records we maintain in the ordinary course of business, to provide these valuable additional services with respect to digital audio royalty payments to our membership.

ASCAP is able to render these services at minimal cost, primarily by using data we process in our routine survey of radio feature performances. We also rely on retail sales data electronically gathered by a computerized information management network. We will also include in the amount to be distributed all interest earned while sums are in the process of distribution, in keeping with ASCAP's normal practice.

Claims to each year's royalties must be filed in January or February of the next year. Thus, for example, claims to this year's royalties must be filed between January 1 and February 28 of next year.

You need not have ASCAP represent you in digital audio royalty distribution proceedings - you may appear individually, or have another entity represent you. **HOWEVER, IF YOU WANT ASCAP TO REPRESENT YOU, YOU MUST CHECK "YES" ON THE ASCAP WRITER APPLICATION FORM. IF YOU CHECK "YES," YOU MAY TERMINATE THIS RIGHT GRANTED TO ASCAP AS OF JANUARY 1 OF ANY YEAR GIVING NOTICE BY CERTIFIED MAIL TO ASCAP TO BE RECEIVED NO LATER THAN SEPTEMBER 30 OF THE PRECEDING YEAR.**

IF YOU DO NOT DESIGNATE ASCAP TO REPRESENT YOU IN THIS MATTER AND YOU DO NOT FILE A TIMELY CLAIM ON YOUR OWN BEHALF OR MAKE ARRANGEMENTS TO BE REPRESENTED BY SOME OTHER ORGANIZATION, THERE IS NO POSSIBILITY THAT YOU WILL RECEIVE ANY PAYMENT OF DIGITAL AUDIO WRITER OR PUBLISHER ROYALTIES. DO NOT MISS THE OPPORTUNITY FOR ADDITIONAL ROYALTIES BECAUSE YOU FAILED TO TAKE ACTION WHEN IT MATTERED.

If you have any questions, please contact our Member Services Department at 1-800-952-7227.