

# VENDOR REGISTRATION PACKET

Welcome prospective Belle of Baton Rouge Casino & Hotel vendor. We are pleased that you have decided to do business with us and we appreciate your interest in becoming a part of the Catfish Queen LLC d/b/a Belle of Baton Rouge team. Our economic development strategy reflects our commitment to the citizens of the state of Louisiana and the Baton Rouge area.

Please take a moment to scan through this vendor packet in order to make sure that you have received each of the following documents:

- 1) DEFINITIONS PAGE
- 2) VENDOR REGISTRATION FORM
- 3) VENDOR AFFIDAVIT OF COMPLIANCE
- 4) MINORITY-OWNED BUSINESS AFFIDAVIT
- 5) WOMAN-OWNED BUSINESS AFFIDAVIT
- 6) LOUISIANA-OWNED BUSINESS AFFIDAVIT
- 7) VENDOR CHECK LIST
- 8) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION FORM (W-9)

If you are missing any of the documents listed above, please contact Carla Austin-Williams at 225-378-6005 or Nathalie Guillory at 225-378-6303 and we will forward the necessary documents to you.

# **IMPORTANT:**

Louisiana Revised Statute 27:29.3 provides that non-gaming suppliers must have a permit or waiver from the state police, if it has provided goods and services over \$500,000 for a Type A licensee during the prior calendar year or has received fees from licensee in excess of that amount.



As an entity of the Louisiana Gaming Industry, we are required by the Louisiana State Police Gaming Division to maintain specific information on all vendors that provide goods/services to Belle of Baton Rouge Casino & Hotel. To ensure that your company and Belle of Baton Rouge Casino & Hotel are in compliance with these requirements, the following completed documents are needed before any business can be conducted between your company and Belle of Baton Rouge Casino & Hotel:

- □ VENDOR REGISTRATION FORM must be signed and dated
- □ VENDOR AFFIDAVIT OF COMPLIANCE must be signed and notarized as required
- MINORITY-OWNED BUSINESS AFFIDAVIT must be signed and notarized, if it applies to your business
- □ WOMEN-OWNED BUSINESS AFFIDAVIT must be signed and notarized, if it applies to your business
- □ LOUISIANA-OWNED BUSINESS AFFIDAVIT- must be signed and notarized, if it applies to your business
- □ W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – must be signed and dated
- □ Copy of ARTICLES OF INCORPORATION (if your business is a corporation, with amendments and/or minutes that state present officers)
- □ Copy of CASINO NON-GAMING SUPPLIER PERMIT OR WAIVER (if applicable)
- □ CERTIFICATE OF LIABILITY INSURANCE FORM (your business' liability insurance)
- □ TERMS AND CONDITIONS must be initialed on page 1 and signed on page 2

## **IMPORTANT NOTE:**

- All forms must be completed and signed by an officer or owner of the company.
- If you anticipate providing services or goods and receive compensation or remuneration in excess of \$500,000 per calendar year with Belle of Baton Rouge Casino & Hotel, you must obtain a non-gaming supplier permit or waiver from the Louisiana Gaming Control Board. This is a separate application form (not included in this vendor packet) that is available from the Louisiana State Police. Please contact the Louisiana State Police License & Permit Division at 225-925-3597 to obtain the application form.
- Your vendor paperwork should reflect the way you are registered with the Louisiana Secretary of State.
- Mail the completed vendor packet to Belle of Baton Rouge Casino & Hotel, Carla Austin-Williams, 103 France Street, Baton Rouge, Louisiana 70802.



# **DEFINITIONS PAGE**

Please use the definitions below to assist you when filling out the forms in the vendor packet. If the company that you represent is a Minority-owned, Woman-owned, or Louisiana-owned business, we ask that you please complete the enclosed affidavit(s) as directed, so that your company is properly registered in our vendor directory.

- I. <u>Minority Business Enterprise or Minority-Owned</u> A business which is at least fifty-one percent (51%) owned by one or more minority individuals domiciled in Louisiana, who also control and operate the business. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context, means being actively involved in the day-to-day management of the business. Those individuals to be defined as minorities must be citizens of the United States (or lawfully admitted permanent residents) and who are African-Americans, Hispanic-Americans, Asian or Pacific Islander, American Indian or Alaskan Native, and any other minorities or individuals found to be minority by the Small Business Administration.
- II. <u>Woman's Business Enterprise or Woman Owned Business</u> A business which is at least fifty-one percent owned by one or more women who are citizens of the United States, domiciled in Louisiana, and who also control and operate the business. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business. In determining whether a business is fifty-one percent (51%) owned by one or more women, the percentage ownership by a woman shall not be diminished because she is part of the community property regime.
- III. <u>Joint Venture</u> an association of two (2) or more persons to carry out a single business enterprise for profits, for which purpose they combine their property, money, efforts, skills, and knowledge.
- IV. Sole Proprietorship 100% owned, operated, and controlled by an individual.
- V. <u>Corporation</u> all classes of the shares of stock or other equitable securities shall be traded publicly.
- VI. <u>Partnership</u> the assets and interest are owned by two or more individuals.
- VII. <u>Louisiana Business, Louisiana Company or Louisiana Corporation</u> A business, company, or corporation which is at least fifty-one percent (51%) owned by one or more Louisiana domicilliaries who also control and operate the business. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business.



## **VENDOR CHECKLIST**

Remember that these forms are not complete until the <u>owner or an officer of the company signs them and the appropriate forms are notarized</u>, as required.

Should you need assistance with any part of this vendor packet, please contact Carla Austin-Williams at 225-378-6005 or Nathalie Guillory at 225-378-6303 or fax 1-225-344-7987.

Please mail or deliver to Belle of Baton Rouge Casino & Hotel, Carla Austin - Williams, 103 France Street, Baton Rouge, Louisiana 70802.

The following list is for your convenience. Before returning this package to Belle of Baton Rouge Casino & Hotel, please check the following items for completion:

1)	VENDOR REGISTRATION FORM	
2)	VENDOR AFFIDAVIT OF COMPLIANCE (Have two (2) witnesses signed it?)	
3)	MINORITY OWNED BUSINESS AFFIDAVIT (Have two (2) witnesses signed it?)	
4)	WOMAN OWNED BUSINESS AFFIDAVIT (Have two (2) witnesses signed it?)	
5)	LOUISIANA OWNED BUSINESS AFFIDAVIT (Have two (2) witnesses signed it?)	
6)	W-9 FORM	
7)	ARTICLES OF INCORPORATION (and amendments	)
8)	GAMING OR NON-GAMING SUPPLIER PERMIT OR WAIVER (copy only)	
9)	CERTIFICATE OF LIABILITY INSURANCE FORM	
10)	TERMS AND CONDITIONS	



# **VENDOR REGISTRATION FORM**

COMPANY NAME:			
DBA:			
ADDRESS:			
CITY, STATE, ZIP:			
PHONE #:	FAX #:	E-MA	AIL:
CONTACT PERSON:	PHONE #	: E-MA	AIL:
TYPE OF BUSINESS:  Corpor  (If vend	ation Partnersl or is a Corporation, please attach	nip	ual/Sole Proprietor corporation)
State Tax ID#	Federal Tax	or Social Security #	
	Louisiana Gaming or Non-Gamopy of the application, permit or w		or waiver? YESNO
PERMIT CERTIFICAT	E#:	EXPIRATION DATE	E:
		☐ Minori Owned ☐ Out of S	ty-Owned State Minority-Owned
	ned business, please check your E can Asian American I		
	T LISTED, PLEASE SPECIFY: _ ve a Louisiana address or office s:		NO
	ompany's principal officers, direct		
All information requeste below.	ed on this form has been comple	eted and submitted by	the owner or officer listed
Print Name:		Title:	
Signature:		Date:	



## VENDOR AFFIDAVIT OF COMPLIANCE

The Louisiana Gaming Control Law [LSA-R.S. 27:1 et seq.] provides that: No elected public official as defined in R.S. 42 shall engage in any business activity with a licensee except as a patron. As used in this section "business activity" shall specifically include, but is not limited to contracts:

- 1. For the sale of purchase of goods, merchandise, and services.
- 2. To provide or receive legal services, advertising, public relations, or any other business or personal service.
- 3. For the listing, purchase or sale of immovable property or options or real rights relating thereto.
- 4. Modifying ownership or possessor interests in stocks, bonds, securities, or any financial instruments.

THE ACT WENT INTO EFFECT ON MAY 1, 1996 AND TO ENSURE FULL COMPLIANCE BELLE OF BATON ROUGE CASINO & HOTEL IS REQUIRING THAT AN OWNER OR OFFICER OF THE COMPANY READ THE STATEMENT BELOW, SIGN IT, AND HAVE THE DOCUMENT NOTARIZED.

I hereby certify, that representative status or certify that no elected relative I (individually) have re-	other interests of any k public official has recei	aind with the b wed any portic	elow listed in n of any fun	ndividual and/ods that the bel	or company. I further
Name:					
Doing Business As:					
Address:		City:		State:	Zip:
Phone:	Fax:		E-mail		
Signature:			Print Name:	:	
Title/Position:				Date:	
SWORN TO AND SU 20	BSCRIBED BEFORI	E <b>ME</b> , on this	d	lay of	,
WITN	ESS		SIGNATU	RE OF OWN	ER/OFFICER
WITN	ESS			NOTARY PU	JBLIC
Notary Public in and fo	or the County/Parish of			_ State of	·
My commission expires	s:	or at de	ath.		



# MINORITY OWNED BUSINESS AFFIDAVIT

State of		
Parish/County of		
I,, the o	wner of	<b></b> ,
(Owner Name)	(C	Company Name)
located at		, in
(Business Address)	1	
,,	State	,, Zip Code
submit this affidavit to Belle of Baton Rouge Casi Louisiana 70802. I do hereby make the following they are true.		
1. The company (Company Name)	is licensed and ope	erates in the State of Louisiana.
2. The company(Company Name)	is a	Minority-owned company.
3. I do understand that a "Minority Business E company, or corporation which is at least fifty-individuals domiciled in Louisiana and who also co means exercising the power to make policy decis involved in the day-to-day management of the busin	one percent (51%) overtrol and operate the busions. "Operate" in the	vned by one or more minority isiness. "Control" in this context
SWORN TO AND SUBSCRIBED BEFORE ME Year	this Day of _	in the
Witness		Owner
Witness	N	otary Public
Notary Public in and for the County/Parish of		State of
My commission expires:	or at death.	



# WOMAN OWNED BUSINESS AFFIDAVIT

State of					
Parish/County of					
I, , the c	owner of	,			
I,, the o	(Compa	any Name)			
located at		, in			
(Business Address	)				
,,	, State	Zip Code			
submit this affidavit to Belle of Baton Rouge Cas Louisiana 70802. I do hereby make the following they are true.					
1. The company (Company Name)	is licensed and operates i	n the State of Louisiana.			
2. The company	is a Women-owned company.				
(Company Name)					
3. I do understand that a "Women's Business I company, or corporation which is at least fifty-one in Louisiana and who also control and operate the power to make policy decisions. "Operate" in this management of the business.	e percent (51%) owned by one business. "Control" in this co	e or more women domiciled ontext means exercising the			
SWORN TO AND SUBSCRIBED BEFORE ME Year	E this Day of	in the			
Witness	Own	er			
Witness	Notary	Public			
Notary Public in and for the County/Parish of	State	of			
My commission expires:	or at death				



# LOUISIANA OWNED BUSINESS AFFIDAVIT

State of			
Parish/Coun	ty of		
I,	(Owner Name), the c	owner of	,
	(Owner Name)	(Co	mpany Name)
located at			, in
	(Business Address)	)	
	,,	State	
Louisiana 70 they are true		statements and declare t	hat to my personal knowledge,
The con	(Company Name)	is needsed and oper	aces in the State of Boulstaina.
2. The com	(Company Name)	is a I	Louisiana-owned company.
company domicile exercisir	erstand that a "Louisiana Business, Louy, or corporation which is at least fifted in Louisiana and who also control at the power to make policy decisions. y-to-day management of the business.	y-one percent (51%) own nd operate the business. '	ed by one or more individuals 'Control" in this context means
SWORN TO	O AND SUBSCRIBED BEFORE ME 	this Day of	in the
	Witness		Owner
	Witness	<del></del>	Notary Public
Notary Publi	ic in and for the County/Parish of	St	rate of
My commiss	sion expires:	or at death.	



### Belle of Baton Rouge Casino & Hotel

### TERMS AND CONDITIONS

- ACCEPTANCE: Any purchase order becomes a GENERAL binding contract between buyer and seller once accepted and acknowledged by the seller.
   Acceptance of a purchase order is expressly limited to Catfish Queen LLC d/b/a Belle of Baton Rouged/b/a Bell of Baton Rouge d/b/a Bell of Baton Rouge net 10 65 payment terms with the exception of early payment discounts and any conditions set forth herein.
- 2. <u>COMPLETE AGREEMENT</u>: Any purchase order, including the terms and conditions on the face and any attachments hereto, contains the complete, exclusive and final agreement between buyer and seller and supersedes all proposals or prior agreements, oral or written. Reference to seller's bid or proposal, if noted on this order, shall not affect terms and conditions hereof, unless specifically provided to the contrary herein. This agreement may not be varied, modified, changed or supplemented in any way, unless the change is incorporated into a written change order signed by the buyer. Execution of change by the seller will evidence acceptance.
- 3. <u>INSPECTION</u>: Notwithstanding payment or prior inspection, all goods and material shall be subject to inspection and approval upon a reasonable time after delivery. If specifications are not met, goods/materials may be returned at seller's expense and risk for all damages incidental to the rejection.
- 4. WARRANTY: Seller expressly warrants that all goods, materials, services, and labor will in all respects conform to applicable specifications, drawings, samples or other descriptions and be of good quality, material, workmanship, and free of defects. This warranty shall be in addition to any express warranties made by the seller, any implied warranties, and shall survive any inspection, delivery, acceptance of payment.
- 5. WARRANTY AGAINST INFRINGEMENT: Seller warrants that the sale or use of goods or material of seller's design or patents covered by the purchase order either alone, or in combination with other materials, will not infringe or contribute to the infringement to any patents or trademarks or copyrights.
- 6. PACKING: Each package shall contain an itemized packing slip with PO number included and shall be properly prepared for shipment so as to meet carrier's requirement unless otherwise specified in purchase order. No additional charges will be allowed seller for packing, breaking, freight, express, cartage or insurance unless stated in the purchase order.
- 7. COMPLIANCE WITH THE LAW: The performance of any purchase order by seller is, and shall be, subject in all respect to, and in compliance with, all applicable federal, state and local laws, regulations and orders, including all gaming or casino control acts of the State of Louisiana, which now govern or may hereafter govern the manufacture, sale or delivery of the goods covered by the purchase order. Seller warrants that they have obtained or will obtain all licenses, permits and similar approvals required to manufacture, sell, deliver and, if applicable, install the goods and perform the services covered under the purchase order. Seller shall furnish a copy of such licenses, permits, etc., to buyer's Regulatory Compliance Department.

### 8. INDEMNITY AND INSURANCE:

- (a) Seller shall defend, protect, indemnify and hold harmless buyer and its affiliated entities, officers, directors, agents, employees, underwriters, insurers, and any lender involved with the project (collectively "buyer group") from and against all claims, demands and causes of action for injury, illness or death of seller's employees, agents or third parties brought onto the premise by seller which arise directly or indirectly from the performance of the work under any agreement. The defense and indemnity of the buyer group includes all damages, losses, expenses and costs, including but not limited to attorney fees. Seller shall defend, protect, indemnify and hold harmless the buyer group not withstanding the simple, gross, sole, joint or concurrent negligence of the buyer group and regardless of whether liability is due to strict liability, liability imposed by statute, defects in premises or equipment, or any other event or condition, regardless of whether it pre-existed this agreement.
- (b) Seller shall carry and maintain (i) comprehensive general liability coverage, including products/completed operations coverage and blanket contractual liability; and (ii) automobile coverage including coverage for all owned, non-owned and hired autos, with limits acceptable to buyer, but in no event less than \$1,000,000.00. The policy shall name Catfish Queen LLC d/b/a Belle of Baton Rouged/b/a Bell of Baton Rouge and its affiliated entities as additional assureds. The policy shall contain a waiver of subrogation in favor of the buyer group.
- (c) Seller shall carry workers compensation coverage with the statutory limits as provided by Louisiana law. The policy shall contain a waiver of subrogation in favor of the buyer group.
- (d) Seller shall maintain the insurance as required in 8(b) an 8(c) and provide buyer with a certificate of insurance from its insurer within five (5) days of execution of Catfish Queen LLC d/b/a Belle of Baton Rouged/b/a Bell of Baton Rouge purchase order and provide buyer with thirty days advance notice of changes, nonrenewal or cancellation.
- (e) Seller shall immediately notify buyer, in writing, of all accidents or injuries to its employees, agents or third parties.
- 9. <u>TERMINATION FOR DEFAULT:</u> If seller fails to comply with any material provision of a purchase order, and such failure is deemed significant by buyer in the exercise of its judgment, buyer shall have the right to terminate further performance of a purchase order by seller upon such notice, if any, to seller as buyer deems appropriate. In such circumstance, buyer shall have no liability to seller as a result of such termination.
- 10. <u>ASSIGNMENT:</u> Seller shall not assign any purchase order without the prior written consent of buyer executed by its general manager, vice president of finance, or manager of purchasing.
- 11. **GOVERNING LAW:** Any purchase order shall be governed in accordance with the law of the State of Louisiana. The enumeration of certain rights does not exclude others which may be given by law.
- 12. **EQUAL EMPLOYMENT OPPORTUNITY:** There are incorporated in Catfish Queen LLC d/b/a Belle of Baton Rouged/b/a Bell of Baton Rouge purchase order the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity and the rules and regulations issued pursuant thereto with which the seller represents that he will comply, unless exempt.

Catfish Queen	LLC d/b/a Belle of Baton Rouged/b/a
Bell of Baton l	Rouge Initials
Vendor Initials	S



### TERMS AND CONDITIONS (continued)

- 13. WAGES AND HOURS: Seller warrants that in the performance of this act seller has complied with all of the provisions of the Fair Labor Standards Act of 1938 of the Unites States, as amended.
- 14. <u>LICENSE</u>: If any software is necessary to operate the goods, seller hereby grants to buyer a perpetual, irrevocable and transferable license to use such software and any accompanying manuals. Seller shall provide buyer with any updates, changes or modifications to such software and user manuals at no additional charge than what, if any, is reflected on the purchase order. Seller warrants that seller has the right, title, and authority to license any such software and that such software does not infringe on any other part copyright, patent, trade secret, or other intellectual property rights.
- 15. CANCELLATION: The buyer is privileged to cancel any purchase order at any time upon written notice to the seller without cost to the buyer if a petition is filed by or against the seller under the bankruptcy laws of the United States, or the seller makes a general assignment for the benefit of their creditors, or if the seller fails to meet their current obligations as they fall due, or if a receiver is appointed for any of the property of the seller or if the seller fails to comply with any provisions of the general terms or conditions of the purchase order.
- 16. INDEPENDENT CONTRACTOR: If labor or services, as distinguished from goods and material, are covered by a purchase order, then it is understood and agreed that this is not a contract of employment, but insofar as the performance of services or labor ordered is concerned, seller is an independent contractor. Seller shall have full control of the work and installation services, including the duty to supervise all workers, and comply with all the laws and regulations concerning their work.
- 17. PATENT AND TRADEMARK INDEMNITY: Seller agrees, at its own expense, to defend any suit, or actions against buyer, or against those selling or using the product(s) or material covered by any purchase order for alleged infringement of invention or trademark rights arising from the sale or use of said product(s) and/or material, and to indemnify and save buyer harmless from any loss, liability, cost and expenses paid or incurred by buyer in connection with any suit or action, whether against buyer or against those selling or using the product(s) and/or material covered by any purchase order.
- 18. TRANSPORTATION CHARGES: (a) Freight or express charges must be prepaid by the seller when price is F.O.B. destination; (b) seller must pay transportation charges to and from destination on rejected product(s) and/or material.
- 19. <u>TAXES:</u> The seller shall pay all governmental taxes, excises, and/or any other charges (except taxes on or measured by net income) that buyer may be required to pay with respect to the production, sale of, transportation of any material delivered hereunder, except if and as so noted on any purchase order.
- 20. <u>SERVICES IN CASINO:</u> In the event seller performs any work or service for buyer in its casino, seller shall only allow employees who have reached the legal age for presence in a casino in the state where the services are performed.
- 21. **GENERAL:** The invalidity of any provision of any purchase order, as determined by a court or governmental body of appropriate jurisdiction, shall not impair the validity of any other provision. No waiver by buyer of any breach of any term, covenant or condition contained herein shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. No term, covenant or condition of any purchase order shall be deemed waived by the buyer unless waived in writing and signed by the duly authorized officer of the buyer.

CATFISH QUEEN LLC D/B/A BELLE OF BATON ROUGE d/b/a BELLE OF BATON ROUGE					
	(SIGNATURE)				
VENDOR		(SIGNATURE)			

## Request for Taxpayer Identification Number and Certification

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

Internal	Revenue Servic	e													
page 2.	Name (as r	eported on your incom	e tax return)												
ē	Business n	ame, if different from a	ibove												
Print or type Specific Instructions	Check app		ividual/ e proprietor	Corporation	n 🔲 F	Partnership	Other	<b>&gt;</b>				Exe	empt fro	m ba	ckup
Print o	Address (n	umber, street, and apt	or suite no.)					Requeste	r's nar	ne and	addre	ss (op	otional)		
pecific	City, state,	and ZIP code						1							
See S	List accour	it number(s) here (opti	onal)												
Part	Tax	cpayer Identific	ation Nun	nber (TIN)											
backur alien, s your e	o withholdir sole proprie mployer ide	the appropriate box ng. For individuals, t tor, or disregarded entification number (	this is your so entity, see th (EIN). If you c	ocial security nur e Part I instruction do not have a nu	mber (SS ions on p umber, se	SN). How page 3. F ee How to	ever, for a r or other ent o get a TIN	esident ities, it is on page 3.			curity r	or	on numi		
to ente		int is in more than o	one name, se	e the chart on p	age 4 10	or guiaeiir	es on wnos	se number		1 +					
Part	∏ Ce	rtification													
Under	penalties o	f perjury, I certify th	at:												
2. la Re	<ol> <li>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</li> <li>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</li> </ol>														
3. la	m a U.S. pe	erson (including a U	.S. resident a	alien).											
withho For mo arrang	Iding becau ortgage inte ement (IRA)	ictions. You must ci ise you have failed rest paid, acquisitio , and generally, pay ect TIN. (See the ins	to report all i on or abandor oments other	nterest and divid nment of secured than interest and	dends or d proper	n your tax rty, cance	: return. For ellation of de	real estate ebt, contribi	trans utions	action to ar	ns, itén n indivi	m 2 d idual	does no retirem	t ap ient	ply.
Sign	Signat	ure of													

### Purpose of Form

Here

Signature of

U.S. person ▶

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 IRÁ

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.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United
- · a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

 any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Date 🕨

Foreign person. If you are a foreign person, 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 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

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonrésident alien.
- The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Form W-9 (Rev. 10-2004) Page **2** 

The type and amount of income that qualifies for the exemption from tax.

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 28% of such payments (after December 31, 2002). 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
- 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
- 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. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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.

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),
- The United States or any of its agencies or instrumentalities.
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
- 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,

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- 7. A foreign central bank of issue,
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 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 <sup>1</sup>	Generally, exempt recipients 1 through 72

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

# 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 FIN

**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.socialsecurity.gov/online/ss-5.pdf. 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/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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.** 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.

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.

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## 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, 4, 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 trace 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
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	The minor <sup>2</sup>
(Uniform Gift to Minors Act) 4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
<ol><li>A valid trust, estate, or pension trust</li></ol>	Legal entity ⁴
Corporate or LLC electing corporate status on Form 8832	The corporation
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
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

<sup>&</sup>lt;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.

**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 or HSA. 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. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% 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.

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

<sup>&</sup>lt;sup>2</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN

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.)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject to is certificate does not confer rights to						may require	an endorsement. A state	ment	on	
this certificate does not confer rights to the certificate holder in lieu of sucl						CONTACT Lauria Pannar					
Lewis Mohr Real Estate & Insurance Agency LLC					NAME:						
11051 Coursey Blvd.					E-MAIL   hopper@mohregeney.com						
Post Office Box 15811						ADDRESS.					
					INSURER(S) AFFORDING COVERAGE					NAIC #	
Baton Rouge LA 70895					INSURER A: FCCI Insurance Company  MISURER B: AmTrust Insurance Co					10178	
INSURED					INSURER B: Am rust insurance Co					15954	
All Star Catering LLC; All Star Properties LLC					INSURER C:						
8235 Florida Blvd					INSURER D:						
					INSURER E :						
Baton Rouge LA 70806					INSURER F:						
COVERAGES CERTIFICATE NUMBER: 21/22 REVISION NUMBER:											
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS											
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,											
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INSR   POLICY EFF   POLICY EXP											
INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT			
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,00	0,000	
	CLAIMS-MADE CCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	<sub>\$</sub> 100,	,000	
								MED EXP (Any one person) \$ 5,00		0	
Α				CPP100068518		04/05/2021	04/05/2022	PERSONAL & ADV INJURY	\$ 1,00	0,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	0,000	
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000	
	OTHER:								\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
	ANY AUTO							BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$		
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
									\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
	DED RETENTION \$								\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE OTH-ER			
В	ANY PROPRIETOR/PARTNER/EXECUTIVE		KWC1243200			04/05/2021	04/05/2022	E.L. EACH ACCIDENT	\$ 1,00	0,000	
	(Mandatory in NH)	N/A		10001243200		04/03/2021	04/03/2022			0,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	0,000	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLI	S (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	ace is required)				
Blan	ket Waiver of Subrogation as respects to th	e Ger	neral L	iability & Workers Compensa.	ition poli	cies, if required	l by written cor	ntract.			
CERTIFICATE HOLDER CANCELLATION											
						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
Rolla of Raton Pouga Casino Hotal								PROVISIONS.	ווע טו		
Belle of Baton Rouge Casino Hotel  103 France St  —											
	100 i fance ot				AUTHO	RIZED REPRESEN	ITATIVE				
Baton Rouge I.A. 70802					Mar m make						