

ARTS GRANT AGREEMENT
BETWEEN
THE CITY OF COSTA MESA
AND
PACIFIC CHORALE

Fiscal Year 2023-24

This agreement, is made on the 10 [day] of April [month], 2024 (the "Effective Date"), by PACIFIC CHORALE, hereinafter referred to as "Grantee," and the CITY OF COSTA MESA, a municipal corporation, hereinafter referred to as "City" (the "Agreement.") The purpose of the Arts Grant is to provide funds to Grantee for the project outlined in the Agreement Scope (the "Agreement Scope").

The grant provided herein is comprised of public funds. Therefore, to ensure that the public funds are used for a public purpose, in accordance with the law, the City and Grantee hereby agree to the following terms. Grantee will be responsible for administering the following agreement terms in a manner satisfactory to the City and consistent with the standards required as a condition of providing these funds.

TERMS AND CONDITIONS OF ARTS GRANT

1. TERM.

The term of this Agreement shall mean the period commencing on the Effective Date of this Agreement and expiring one year from the date. The term of this Agreement may be extended by mutual written agreement of the parties.

2. DESCRIPTION OF SERVICE.

The service to be performed by Grantee is as follows:

Each summer, over 200 singers from Orange County and beyond join Pacific Chorale for a musical "fantasy camp" weekend in Costa Mesa. Under the direction of Artistic Director Robert Istad, community singers gather with Pacific Chorale members in Segerstrom Concert Hall to rehearse and perform a major choral work--all with no audition necessary. The 3-day festival culminates in a free public concert which has drawn sell-out crowds for fourteen years running. Hundreds of singers from all over Orange, L.A., Riverside and San Diego counties have identified this as a "bucket list" event, including an increasing number of fans from other states who plan their summer travels in order to be in Costa Mesa for the festival. They cite their joy in being able to come together with hundreds of like-minded people to perform works that are not normally possible in a church or community choir. This is an incomparable opportunity to perform with a Grammy-winning ensemble in a beautiful venue, under one of the nation's pre-eminent choral directors. It is no wonder that singer participant and audience spots sell out quickly year after year. The Choral Festival, now in its fifteenth year, is a linchpin in Pacific Chorale's mission to inspire and nurture a lifelong love of singing. Pacific Chorale has been a key part of the Costa Mesa arts and education community for 55 years, and has been the resident chorus of the Segerstrom Center for the Arts since its construction. As a long-time partner of Pacific Symphony, the Chorale is one of the most well-known and respected symphonic choruses in the entire country, especially since winning the Grammy for Best Choral Performance for its recording with the L.A. Philharmonic in 2022. As the primary

civic, social, and artistic outlet for more than 200 volunteer and professional singers, heard by more than 18,000 listeners annually, Pacific Chorale is a jewel in the crown of the Costa Mesa arts landscape.

Grantee warrants those funds granted by this Agreement shall be used solely for the activities described in the Grantee Application and supporting documentation attached hereto as Exhibit "A." If the activities to be funded under this Agreement is cancelled or substantially altered, Grantee agrees to notify the City and to be subject to the City's request to refund the grant amount in full or in part.

3. GRANT AMOUNT.

The total grant payable to Grantee by the City for services under this Agreement shall not exceed the sum of one thousand nine hundred and fifty dollars (\$1,950) (the "Grant Funds") as part of the City of Costa Mesa Arts Grant Program.

4. USE OF ARTS GRANTS PROCEEDS.

- a. Grant Funds are to be disbursed as outlined in this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Agreement Scope and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Agreement Scope.
- b. In accordance with the Agreement Scope and the Fiscal Year 2023-24 Arts Grant Guidelines, all Arts Grant funds are eligible to be used one year from the date on this agreement. Any extension of fund use must be requested in writing and approved in writing by City.
- c. All costs accrued for services and/or supplies prior to the execution of Agreement are not eligible for funding or reimbursement through the use of Arts Grant proceeds.
- d. Eligible and ineligible costs include, but are not limited to, items detailed in the Arts Grant Guidelines, in the section titled *Eligible and Ineligible Costs*.
- e. Grantee warrants that funding is for a program of community benefit within the City of Costa Mesa.
- f. Grantee agrees to follow all guidelines established by the City of Costa Mesa regarding the Arts Grant Program.
- g. Grantee agrees to complete and submit the Final Report, attached hereto as Exhibit "B."

5. CONDITIONS OF FUNDING AND DISBURSEMENT.

City shall have no obligation to provide the Grant Funds or to make any subsequent disbursement of Grant Funds, and may seek reimbursement of Grant Funds proceeds, if any of the following requirements are not fully satisfied:

- a. Grantee agrees to use Grant Funds to implement the Agreement Scope, including using the these funds to only cover expenditures for programs and services incurred during the Agreement Scope dates and under the terms and conditions of this Arts Grant Agreement.
- b. Grantee shall certify that the Agreement Scope is within Costa Mesa city limits or that the Grantee's main address is within Costa Mesa city limits.
- c. Grantee shall complete all work in accordance with Agreement Scope, reasonably, as soon as possible, but in no case later than thirty (30) calendar days after the project deadline. Grantee shall notify the City of events or proposed changes that could affect the Agreement Scope.
- d. The Grantee shall be responsible for the performance of the work, as set forth herein, and for the preparation of reports required by this Arts Grant Agreement.
- e. Before Grantee makes any material changes to the Agreement Scope, Grantee agrees to submit changes to the City, in writing, a proposal requesting changes to the Agreement Scope. Grantee

shall make no material changes to the Agreement Scope unless and until City formally approves the Grantee's request in writing.

- f. Grantee shall provide full and timely information to the City to update staff on programs and include naming the City in any publications and/or social media, whether in digital or print format, as opportunities arise.
- g. Grantee shall retain all records and supporting documentation, including expenditure receipts, applicable to the Agreement Scope and this Agreement for a period of three (3) years, and make all records and supporting documentation readily available, upon request, for inspection and/or audit by representatives of the City.

6. PERMITS AND LICENSES.

Grantee, at its sole expense, will obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of the services under this Agreement.

7. PUBLIC ACKNOWLEDGEMENT.

- a. Grantees must credit the City of Costa Mesa Parks & Community Services department for its support of the project in printed, electronic and broadcast promotions.
- b. The following acknowledgement along with a City of Costa Mesa logo (provided in the Appendix with guidelines) must appear on all printed and electronic materials: "This project is funded in part by the City of Costa Mesa's Arts Grant program."
- c. Grantees who fail to provide public acknowledgement may be denied future project funding.

8. EVENT/PROGRAM PROMOTIONAL OPPORTUNITIES.

Grantee has the option to supply event and/or program information including the date, location, time, admission costs, parking and related details for inclusion in City communications such as e-newsletter, emails, social media and website. At its discretion, the Parks & Community Services department will provide support in distributing the information through the City's established channels of communication. If Grantee wishes to participate, the Grantee needs to submit the information to the Arts Specialist at least six (6) weeks prior to the event or program.



Please initial box to opt-in to promotional opportunities

9. RETURN OF GRANT FUNDS.

Any determination, by the City, of noncompliance with activities and expenditures outlined in the Agreement Scope without prior notice and express approval by the City, upon demand by the City, Grantee agrees to return to the City the amount requested by the City, up to and including an amount equivalent to the full Grant award. Failure of the Grantee to comply with the terms of this Agreement shall not be the cause for return of Grant funds if, in the judgement of the City, such failure was due to no fault of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible to be paid by Grant funds.

10. REQUIRED REPORTS.

Grantee shall submit a Final Report and Finalized Budget with receipts to the City (30) calendar days after the Agreement Scope end date or September 11, 2024, whichever is earlier. Failure to complete the following reports may render the recipient ineligible to receive arts grant awards the following fiscal year.

11. DISBURSEMENT OF GRANT FUNDS.

The Grant amount to be provided to the grantee, under this Agreement, may be disbursed as follows:

- a. Payment in full will be disbursed upon approval of the Arts Commission, and receipt of fully executed contract.
- b. Any payment of a Grant amount in excess of the final Project costs shall be returned to the City within sixty (60) days of completion of the Agreement Scope or the Project end date, whichever comes first.
- c. If the funds are not used for authorized purposes, the remaining funds shall be returned or reimbursed to the City.

12. PROJECT CANCELLATION.

- a. If a Grantee wishes to cancel a Project at any time, Grantee shall notify the City in writing within fifteen (15) calendar days of the decision to cancel and Grantee, at the time it provides the City with notice of cancellation, shall return all Grant funds to the City.
- b. In the event an approved Agreement Scope cannot be completed for any reason, and if Grant funds were disbursed to Grantee, Grantee agrees to return all Grant funds to the City forthwith.

13. PROJECT MODIFICATION OR TERMINATION.

Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project, or prior to first disbursement of funds. After Project commencement, as outlined in the Agreement Scope, or disbursement of Arts Grant funds, this Agreement may be rescinded, modified or amended only by mutual agreement, in writing, of both the City and Grantee.

14. GRANT MONITORING.

City's representative may visit Grantee's offices or program site to evaluate service. Pursuant to the terms of this Agreement, Grantee will allow City's representative to inspect and audit records demonstrating that funds were expended for approved costs to deliver the service(s) described in this Agreement.

15. LOSS OF GRANT.

At the discretion of the City, the following actions may result in a loss of all or in part of any Grant amount allocated to the Grantee:

- a. Grantee fails to enter into a signed Agreement with the City within sixty (60) calendar days of receipt of the Agreement.
- b. Activities associated with Grantee occur that do not align with activities described in the Agreement Scope, including, but not limited to, reduction in services, significant alteration of Agreement Scope elements, such as performers, artists or attendees, or significant changes in budget income, expenses or line item designations from Grantee's budget, included in the Agreement Scope.
- c. Grantee withdraws or terminates the Agreement Scope.

16. RELATION OF THE PARTIES.

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Grantee be considered an officer, agent, servant, volunteer, or employee of the City. Grantee shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

17. DISCRIMINATION AND HARASSMENT PROHIBITED.

In performance of this Agreement, Grantee shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, age, gender, gender identity, gender expression, or military or veterans' status. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, age gender, gender identity, gender expression, or military or veterans' status. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. COMPLIANCE WITH LAW.

Grantee shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States.

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should formal or informal legal action occur, venue shall be in the Superior Court of the County of Orange.

The Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

19. NOTICES.

- a. The names and addresses of the persons who are authorized to give written notices to receive written notice on behalf of City and on behalf of Grantee under this Agreement.
- b. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

<p><u>For Grantee:</u></p> <p>Name of arts organization or artist: Pacific Chorale Attn: Thelma Valenzuela Address: 3303 Harbor Blvd. Suite E5 Costa Mesa, CA 92626 Email: thelma@pacificchorale.org Phone: (714) 662-2345</p>	<p><u>For City:</u></p> <p>City of Costa Mesa Attn: Laurette Garner, Arts Specialist 77 Fair Drive Costa Mesa, CA 92626 Laurette.Garner@costamesaca.gov (714) 754-5322</p>
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20. TERMINATION.

City may terminate without cause, by notification to Grantee in writing upon fifteen (15) calendar days notice, any portion of or all services agreed to be performed under this Agreement. In the event termination is for cause, no notice period is required. Grantee shall return all unused Grant Funds within fifteen (15) calendar days of such termination.

21. INDEMNIFICATION.

To the fullest extent permitted by law, Grantee hereby agrees to defend, indemnify, and hold free and harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, costs (including but not limited to attorney's fees) and liabilities of any kind arising directly or indirectly out of, or related in any way whatsoever to the provision of Arts Grant Program and proceeds under this Agreement. At their own expense, Grantee and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. Grantee shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant to the terms set forth above. Grantee shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, opens and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

22. NO PARTNERSHIP OR JOINT VENTURE.

The relationship between City and Grantee is solely that of Grantor and Grantee. Under no circumstances shall City and Grantee be deemed to be partners or involved in a joint venture.

23. MODIFICATIONS.

This Agreement may not be modified or amended except by written document executed by a duly authorized representative of both the City and the Grantee.

24. MITIGATION OF DAMAGES.

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

25. GOVERNING LAW.

This Agreement shall be construed in accordance with and be governed by the laws of the State of California.

26. ATTORNEY'S FEES.

If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

27. SEVERABILITY.

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which can be given effect without the conflicting provision. To this end, the provisions of this Agreement are declared to be severable.

28. DRAFTING AMBIGUITIES.

Grantee understands that it is aware that it has the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of Grantee. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party participated in the drafting of this Agreement.

29. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

GRANTEE:

Thelma Valenzuela
Signature

Date: 4/10/2024

Thelma Valenzuela, Director of Development
Name and Title

CITY OF COSTA MESA:

Laurette Garner
Laurette Garner
Arts Specialist

Date: 4/10/24

ATTEST:

Stacy E. Green
for Brenda Green
City Clerk



Date: 5/3/2024

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 5/03/2024

DEPARTMENTAL APPROVAL:

B. Gruner
Brian Gruner
Parks & Community Services Director

Date: 4-22-24

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, January 19, 2024 1:38:55 PM
Last Modified: Friday, January 19, 2024 2:50:55 PM
Time Spent: 01:12:00
IP Address: 98.164.197.215

Page 1

Q1

Contact Information

Name	Thelma Valenzuela
Company	Pacific Chorale
Address	[REDACTED]
City/Town	Costa Mesa
State/Province	CALIFORNIA
ZIP/Postal Code	92626
Email Address	thelma@pacificchorale.org
Phone Number	[REDACTED]

Q2

Website URL (if applicable):

www.pacificchorale.org

Q3

Facebook URL (if applicable):

Respondent skipped this question

Q4

Instagram URL (if applicable):

Respondent skipped this question

Q5

What kind of project is it?

Music

Q6

Project Title:

Pacific Chorale Choral Festival

Q7

Description of project (e.g. location, # of participants, event summary) - If necessary, submit additional pages and / or project materials (300 words max).

Each summer, over 200 singers from Orange County and beyond join Pacific Chorale for a musical "fantasy camp" weekend in Costa Mesa. Under the direction of Artistic Director Robert Istad, community singers gather with Pacific Chorale members in Segerstrom Concert Hall to rehearse and perform a major choral work--all with no audition necessary. The 3-day festival culminates in a free public concert which has drawn sell-out crowds for fourteen years running.

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Q8

Please write out your project schedule below (pertinent dates, the duration and time of completion):

Spring 2024 - planning

May 1, 2024 - online participant registration opens

August 9-11, 2024 - Rehearsals and performance

Q9

Please upload additional documentation if needed (optional):

Choral%20Festival%202019_Credit%20MP_image001.jpg (3MB)

Q10

Amount of funds requested (\$2,000 maximum award):

2,000

ARTS GRANT APPLICATION 2023-24

Q11

How will the funds be utilized (be specific and give examples):

Funds will be utilized to keep participant costs affordable and the culminating concert free. Venue costs for Segerstrom Concert Hall are the single largest expense category for this program.

Q12

Please upload a project budget document. A budget template can be found inside the Arts Grant Guidelines and on the website.

Costa%20Mesa%202024%20Arts%20Grant%20Project%20Budget.pdf (115.5KB)

Q13

Yes

If funds are awarded, a report summary of the project is required to be submitted within 30 days of the project completion to the Arts Specialist. Can you commit to this requirement?

Q14

Yes

If funds are awarded, we ask that you provide content for Social Media promotion as needed. Can you commit to this requirement?

Q15

Yes

If funds are awarded, we may ask that you present your project to the Arts Commission. Can you commit to this requirement?

Q16

Yes

A City of Costa Mesa staffer may attend events and do site visits as needed. Do you consent to this and can you accommodate this request?

Q17

Respondent skipped this question

Please provide any other additional information that might be helpful in reviewing your project/application.

EXHIBIT A: #2



ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2023-24

Applicant Name: Pacific Chorale

	PROJECTED INCOME	
PROJECT EARNED INCOME	\$	Notes
Admissions	\$ -	
Gifts/Merchandise/Concessions	\$ -	
Advertising	\$ -	
Other	\$ 21,750	
TOTAL EARNED INCOME	\$ 21,750	

	PROJECT DONATED INCOME	
PROJECT DONATED INCOME	\$	Notes
Private	\$ -	
Individual	\$ 24,399	Individual donor support and sponsorships
Public Support	\$ -	
Arts Grant Request Amount	\$ 2,000	
Other		
TOTAL DONATED INCOME	\$ 26,399	

TOTAL EARNED AND DONATED INCOME **\$ 48,149**



ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2023-24

Applicant Name: Pacific Chorale		
	PROJECT EXPENSES	
PROJECT EXPENSES	\$	Notes
Project Administrators (non-artist)		
Project Artist(s) or Art(s) Instructors	\$ 17,499	Staff singers and instrumentalists
Educational Materials/Printing	\$ -	
Costumes/Props/Sets	\$ -	
Supplies	\$ 3,150	Choral scores and other supplies
Transportation	\$ 3,700	Staff/ artist parking in SCFTA garage
Facility Rental	\$ 23,800	Facility rental, equipment, & labor for Segerstrom Concert Hall
Food & Beverage	\$ -	
Marketing/Outreach	\$ -	
Fiscal Agency Fee	\$ -	
Other	\$ -	
TOTAL EXPENSES	\$ 48,149	

	PROJECTED IN-KIND	
IN-KIND SUPPORT (Name)	\$	Notes
	\$ -	
IN-KIND TOTALS		

EXHIBIT A: #3



EXHIBIT B



ARTS GRANT FINAL REPORT

Pursuant to terms detailed in the City of Costa Mesa Arts Grant Agreement, the Grantee shall submit a Final Arts Grant Report electronically within 30 days of completion of the project. This information will be used, in part, to develop quantitative and qualitative outcomes for the City of Costa Mesa's Arts & Culture division programs.

ARTIST OR ARTS ORGANIZATION INFORMATION

* 1. Contact Information

Prepared
by Name

Arts
Organization / Artist
Name

Email
Address

PROJECT INFORMATION

2. What kind of project is it?

- Arts Education
- Dance
- Literature/Spoken Word
- Music
- Theatre
- Visual Art
- Film/Multimedia/Video
- Folk Art/Craft
- Other (please specify)

* 3. Project Title:

* 4. Briefly describe the successes of your project.
What worked well? How do you know? (How did you evaluate your success?)

* 5. Did you receive any testimonials (written or verbal quotes) from audience members or

participating artists that you would like to share?
Please include a first name of the person and their
relationship to the project.

6. Number of paid artist(s)/performer(s):

7. Number of volunteer/ unpaid
artist(s)/performer(s):

8. Total Attendance:

PROJECT BUDGET

9. Please upload completed budget template:

Maximum size allowed is 5 MB. Allowed types: gif, .jpg,
.jpeg, .png, .doc, .docx, .xls, .xlsx, .rtf, .pdf, .txt

Choose File No file chosen

* 10. Amount of Arts Grant Award:

* 11. Please explain or provide any additional details below:

Marketing and Community Outreach

* 12. Did the organization acknowledge the City pursuant to the terms and conditions detailed in the Arts Grant Agreement?

Yes

No

* 13. Please use the area below to acknowledge any press articles written (website links) about your grant-funded program (if applicable).

14. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 1

Choose File No file chosen

15. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 2

Choose File No file chosen

16. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 3

Choose File No file chosen

17. **Certification**

By checking this box, I certify that all of the information above is correct and to the best of my knowledge. Checking this box creates an electronic signature that has the same legal force and effect as a handwritten signature.

CONTACT INFORMATION

Laurette Garner
Arts Specialist
City of Costa Mesa
laurette.garner@costamesaca.gov
(714) 754-5322

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PACIFIC CHORALE	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3303 HARBOR BLVD., SUITE E5	Requester's name and address (optional)
6 City, state, and ZIP code COSTA MESA, CA 92626	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ 02/20/2020
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*