



## BROKERS AGREEMENT

This **Brokers Agreement** is entered into between **BLACK/WHITE & ASSOCIATES INSURANCE BROKERS OF LOUISVILLE, INC.**, a Kentucky corporation (referred herein as “**B/W**”), and

**PRODUCER:** \_\_\_\_\_  
Please enter legal name & specify type of organization (Corp. /Sole proprietorship/Partnership/Limited Partnership/other)

**WHEREAS, B/W** is organized for the purpose of placing risks of insurance including excess and surplus lines; and

**WHEREAS, Producer** a duly licensed agent or broker in the state of domicile, subject to the requirement imposed upon **Producer** by law in the jurisdiction within which **Producer** is authorized to write, is desirous of placing contracts of insurance with insurers represented by **B/W** and utilizing generally the underwriting facilities, knowledge, and services of **B/W**.

**NOW, THEREFORE**, it is mutually agreed as follows:

- 1. Ownership of the Business.** **Producer** is the independent owner of the insurance business subject to this Agreement. **Producer** is acting as a broker for applicants and on the applicant’s behalf, not as an agent of **B/W**. No binding authority is or shall be granted or delegated to **Producer** by this Agreement.
- 2. Commission.** **B/W** shall pay **Producer**, as commission, a percentage rate of the premium written and paid for under this Agreement, at the rate of commission agreed upon by **B/W** and **Producer** from time to time. **Producer** shall pay **B/W** a return commission at the same rate on any return premium, including return premiums on cancellations ordered or made by insurers. Provided that all premiums, fees, taxes, or unearned commissions are fully paid as herein agreed, **Producer** shall retain full ownership and control of all expirations.
- 3. Premium and Accounts.** **Producer** shall accept **B/W**’s billings, which may take the form of invoices, statements, or similar communications. The net balance due as shown on the billing shall be settled by the written herein under, whether or not they are collected by **Producer**. Any credit extended to the insured or others shall be at the sole risk of **Producer**. **Producer** accepts full and entire responsibility for the collection and payment of all premiums (including minimum earned premiums), counter signature fees and resulting charges required by any state, or any other applicable fees and taxes; and agrees to make full payment of such to **B/W** under the customary rules in place at the time of binding. **Producer understands and agrees that the business of B/W is dependent on maintaining a good credit relationship with its various underwriters and that failure to pay upon the demand of B/W or B/W’s carrier poses great harm and may result in damages to the business of B/W.** Therefore, regardless of whether **Producer** agrees that such payments should be made, **Producer** agrees and understands that it will make such payments and, if made in protest, shall seek resolution at a later date.
- 4. Cancellation of Insurance.** Notwithstanding anything to the contrary in this Agreement, **B/W** shall have the right, at its sole discretion, to cancel any binder, policy, or contract of insurance issued under this Agreement in accordance with the cancellation provisions of such binder, policy, or contract. **Producer** shall not be entitled to a credit for any flat cancellation unless such credit has been granted to **B/W** by its carrier. Without exception, if coverage is bound by **B/W**, a charge shall be made in accordance with the policy terms and all fees for the full policy term shall be fully earned on the effective date of coverage.
- 5. Claims.** **Producer** shall immediately notify **B/W** of all claims, suits, and notices of loss.
- 6. Advertising.** **Producer** shall not insert any advertisement referring to **B/W** or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of **B/W**. In the event **B/W** suffers a loss or expense arising out of such unauthorized advertisement or publication of **Producer**, **Producer** shall be liable for all-resulting damages and costs, including attorneys’ fees.
- 7. Compliance with Statutes.** **Producer** warrants and represents that it is in compliance with and will remain in compliance with during the term of this Agreement all applicable laws governing the conduct of the business, which is the subject of this Agreement. Without limiting the generality of the foregoing, **Producer** acknowledges and agrees that **Producer** will maintain the security, confidentiality, and integrity of all nonpublic personal information obtained by **Producer** in connection with **Producer**’s contract with **B/W**, and that **Producer** has implemented all appropriate measures reasonably necessary to comply with all federal and state & regulatory laws and regulations where applicable to **Producer** in any state in which **Producer** is engaged in business.
- 8. Funds Held in Trust.** **Producer** shall maintain funds held in trust for business generated under this Agreement in accordance with the Insurance Laws of the state in which it is duly licensed to transact insurance. **Producer** may maintain these funds in an authorized interest bearing account; provided, however, that if **Producer** maintains such funds in such an account, **Producer** shall promptly notify **B/W** of the institution and the type of account and/or instrument in which the funds are held.
- 9. Cancellation of Agreement.** This Agreement may be canceled at any time by a Party’s giving of sixty- (60) days advance written notice to the other party. After the date of cancellation of this Agreement, unless otherwise stipulated at the option of **B/W**, **Producer** shall complete collections

and account to **B/W** for all premiums, commissions, and other transactions unaccounted for on the date of cancellation or arising thereafter in respect of outstanding insurances.

10. **Hold Harmless.** Each party hereby agrees to indemnify the other party and its officers, directors, agents and employees (the "Indemnitees") and hold the Indemnitees, and each of them, completely free and harmless from and against any and all losses, damages, costs, and expenses, including legal expenses and reasonable attorney's fees, that might directly or indirectly result from or arise out of (a) failure to maintain, in compliance with the law of any state in which the Indemnitees are engaged in business, the security, confidentiality and integrity of all nonpublic personal information obtained by the Indemnities in connection with this Agreement; and (b) from any violations by the Indemnitees of any insurance laws or insurance department regulations and/or breach of the Indemnitees obligations under this Agreement and any breach of the Indemnitees obligations to its clients

11. **General Provisions:**

- a. Binding on Successors. Subject to any restrictions stated in any other provision of this Agreement restricting transfers, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.
- b. Entire Agreement. This Agreement and the documents expressly referred to in this Agreement contain the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior oral or written understandings and agreements.
- c. Amendments. No provision of this Agreement may be changed, waived, modified, discharged, or terminated except by a written instrument executed by parties hereto.
- d. Severability. If any provision of the Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.
- e. Arbitration and Attorneys' Fees. Any dispute or controversy arising under, out of, or in connection with this Agreement shall be resolved by binding arbitration conducted in Henderson, Nevada in accordance with the rules of the American Arbitration Association. In any arbitration or court proceeding to enforce any arbitration award made pursuant to this Section, the prevailing party shall be entitled to recover from the other party its attorneys' fees and costs.
- f. Waiver. Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this Agreement.
- g. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- h. Assignment. No assignment of this Agreement or any right accruing hereunder shall be made by either party without the prior written consent of the other, which such consent shall not be unreasonably withheld.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their signatures below on the dates set forth below, this Agreement being effective on the latter date indicated below.

**BLACK/WHITE & ASSOCIATES INSURANCE BROKERS  
OF LOUISVILLE, INC**, a Kentucky corporation

**PRODUCER:** \_\_\_\_\_

Please enter legal name & specify type of organization (Corp./Sole proprietorship/Partnership/Limited Partnership/other)

By: \_\_\_\_\_  
Signature and Title

By \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Please Type or Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*[Concluded on Following Page]*

**PLEASE COMPLETE, SIGN AND RETURN ALONG WITH THE FOLLOWING:**

- 1) Please enter your Federal Tax I.D. Number: \_\_\_\_\_**
- 2) COPY OF YOUR INSURANCE LICENSE**
- 3) COPY OF YOUR E&O POLICY DEC PAGE**
- 4) COMPLETED PRODUCER SURVEY AND PROFILE**

UPON RECEIPT WE WILL COMPLETE AND RETURN A COPY FOR YOUR RECORDS.

10.01.07

## CONFIDENTIAL PRODUCER PROFILE SURVEY

Legal Name of Organization \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 DBA (If different): \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

**OTHER NAMES USED AND HISTORY OF ORGANIZATION:** If you have acquired any other organizations or operations or have abandoned any previous names (Within the last five years (to include dba's and AKA's, please list below:

\_\_\_\_\_

\_\_\_\_\_

Current Mailing Address

Street Address (If different)

\_\_\_\_\_

\_\_\_ Corp.                      \_\_\_ Partnership/JT. Venture                      \_\_\_ Sole Prop.

\_\_\_ We are a single location entity                      \_\_\_ We are a branch office  
 \_\_\_ We are a multi location entity                      \_\_\_ Accounting is centralized in home office  
 \_\_\_ We are the home office                      \_\_\_ Accounting is conducted at each office

Name of Person to Whom Statements should be directed: \_\_\_\_\_

How would you describe your mix of business: \_\_\_ Mostly Commercial \_\_\_ Mostly Personal \_\_\_ About Even

Check current programs or areas of coverage in which you presently participate:

___ Auto Physical Damage	___ Contractors	___ Aviation
___ Clubs	___ Distribution	___ Bonding
___ Equipment Dealers	___ Importing	___ Cargo
___ Garage Keepers Legal Liability	___ Manufacturing	___ D & O
___ Liquor Liability	___ Marine	___ Entertainment
___ Pest Control	___ Mercantile	___ Food & Beverage
___ Social Service Agencies	___ Transportation	___ Professional
___ Special Events	___ Property	
___ Trade Associations	Others: _____	

**PRODUCTION:** Approximate agency volume in Gross Premium Dollars for the last four years:

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**PERSONNEL:**

	<u>Dept.</u>	<u>Dept.</u>
CEO _____	_____	_____
Fin. Officer _____	_____	_____
VP _____	_____	_____
CSR: _____	_____	_____

(Attach list if more space is needed)

Place a check next to the statements that apply to your organization:

___ We have a Commercial Lines Mktg. Dept.	___ We provide risk management services
___ We have producers/sales personnel who market their own accounts	___ We provide captive management services
___ We have CSR's who market accounts	___ We hold non-resident licenses in multiple states

How can Black/White Help you? \_\_\_\_\_

**N O T E: PLEASE PROVIDE COPY OF YOUR CURRENT LICENSE.**





**BLACK/WHITE & ASSOCIATES OF NEVADA**, a Nevada corporation; **BLACK/WHITE & ASSOCIATES, INC**, a Texas corporation; **BLACK/WHITE & ASSOCIATES INSURANCE BROKERS OF LOUISVILLE, INC**, a Kentucky corporation; **BLACK/WHITE R. E. LEE INSURANCE SERVICES**, a California corporation; and their successors and/or assigns (collectively referred herein as “B/W”)

## MARKETING CONSENT FORM

B/W sends informative faxes about new products and services to our producers. We believe these correspondences are a vital part of keeping you informed of products and services that you may need. We wish to have your consent to continue to send these informative faxes.

Agency Name: \_\_\_\_\_

Key contact name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

**I understand that by providing our mailing address, email address, telephone number and fax number, I consent to receive communications sent by or on behalf of B/W and their subsidiaries and affiliates via regular mail, email, telephone or fax.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>								
or								
<b>Employer identification number</b>								

**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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- 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 Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 to Form W-9 that specifies the following five items:

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

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

<sup>2</sup>However, the following payments made to a corporation (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 online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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.

**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 trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	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>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the 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.

<sup>4</sup> 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.) Also see *Special rules regarding partnerships* on page 1.

**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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. 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.