

**G. J. SULLIVAN CO.  
PRODUCER DATA SHEET**

**Please provide us with the following information:**

How did you hear about GJS?: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME OF AGENCY(DBA): \_\_\_\_\_

PHYSICAL STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

(If same as Physical leave blank) \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

***POLICIES WILL BE EMAILED TO YOU***

BUSINESS TELEPHONE NO.: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

S.S. NO./TAX I.D. NO.: \_\_\_\_\_

ACCOUNTING CONTACT NAME & EMAIL: \_\_\_\_\_

\_\_\_\_\_

BANK NAME:  
(TRUST ACCOUNT) \_\_\_\_\_

**Must attach the following items to be considered:**

- |                               |   |
|-------------------------------|---|
| 1) Copy of Producer's license | 4) Proof of E&O Insurance (\$1,000,000 Limit) |
| 2) Signed Producer Agreement  | 5) Completed Producer Data Sheet              |
| 3) Completed and signed W-9   | 6) Payment Terms Initialed                    |

***Please provide New Business Submission to be considered for approval.***

***Thank You.***

# G. J. SULLIVAN CO.

Excess & Surplus Lines Brokers  
Post Office Box 4880  
Anaheim, CA 92803-4880  
Insurance License #0613886

## PRODUCER'S AGREEMENT

This Agreement is made and entered into by and between G. J. Sullivan Co. ("General Agent"), and \_\_\_\_\_ doing business as a \_\_\_\_\_, located at \_\_\_\_\_ ("Producer").

### **I. AUTHORITY GRANTED BY GENERAL AGENT TO PRODUCER:**

The Producer shall have authority to solicit and submit applications for insurance to the General Agent in accordance with the General Agent's oral and written guidelines. The General Agent shall have the unqualified right to reject any risk submitted for any reason. The Producer shall have no authority to bind risks except as set forth below. By signing this agreement, the Producer agrees that neither he, nor his associates, agents, successors, affiliated companies or employees, may bind any Insurance Company represented by the General Agent on any risk, unless the General Agent has authorized the risk in a specifically named company. Binding of such risk will not become effective without the following: a signed and completed application, including any additional underwriting information which may be required; determination of coverages, terms, conditions and premiums, and final acceptance of the risk by the General Agent.

The Producer shall act as an independent contractor, and not as employee or Agent of the General Agent. The Producer shall control the method of his operation and exercise independent judgment in any action taken pursuant to this agreement. The Producer will retain ownership of all business produced by his agency.

### **II. COMPENSATION:**

As full compensation for the Producer's services under this agreement, the General Agent will pay the Producer a commission on business which he submits to the General Agent and which the General Agent accepts. The Producer may deduct his commission from the premiums he collects for the General Agent unless the Insurance Carrier bills the insured directly. If the Insurance Carrier bills the insureds directly, the General Agent will pay the Producer his commission within 30 days after the General Agent has received commission payment from the Carrier.

The Producer's commission will be based on the commission rate in effect on the date insured is required to pay the premium. The General Agent reserves the right to determine the rate of commission on any risk and to amend commission schedules without prior notice to the Producer.

If the Insurance Carrier or the General Agent refunds any premiums, the Producer must pay the General Agent the commission the General Agent originally paid the Producer or credited the producer's account because of such premiums. The rate of the commission refund shall be the same at which the commissions were originally paid.

The General Agent may reduce or offset the amount of commissions to be paid to the Producer by any amounts of money which the Producer owes the General Agent. The amount of the reduction or set off may include commissions that must be returned to the General Agent or any expense, including legal fees, the General Agent incurs as a result of claims or demands by third parties arising out of the Producer's conduct.

### **III. PREMIUM PAYMENT:**

Except for direct billing accounts, the following procedures will apply to the Producer's collection and payment of premiums:

In accordance with the General Agent's procedures, the Producer will collect, account for and pay premiums on business he solicits and submits to the General Agent. The Producer will be responsible for collecting all premiums on business which he solicits and which is accepted by the General Agent. The Producer must pay the General Agent all earned premium even if he does not collect it from the policyholder.

Additional premiums which develop by audit or under reporting form policies will be handled specially. The Producer's duty to pay the General Agent such premiums will be satisfied within 30 days after the billing date unless the Producer notifies the General Agent in writing that he has not been able to collect such premiums. The Producer will not be paid any commission on any premium the Insurance Carrier or General Agent collects.

All premiums, including return and renewal premiums, which the Producer receives are the property of the Insurance Carrier. The Producer will hold such premiums as trustee for the Insurance Carrier. The Producer will hold such premiums in a separate trust account in accordance with the laws and regulations of the Producer's governing jurisdiction. This trust relationship and the Insurance Carrier's ownership of the premiums will not be affected by the General Agent's books showing a creditor-debtor relationship, the amount of balances at stated periods or the Producer's retention of commissions. The Producer shall comply with the General Agent's request for the tender of any premiums obtained pursuant to this Agreement, even if a dispute arises as to the amount of commissions owed to the Producer. Unless the General Agent agrees otherwise in writing, the Producer must maintain premium monies in a separate bank account and not commingle such monies with the Producer's own fund.

### **IV. ATTORNEY'S FEES:**

In the event arbitration is required and commenced by either party to enforce this Agreement, the prevailing party shall be awarded its reasonable attorney's fees and expenses incurred in addition to any other relief to which that party is entitled.

## **V. ARBITRATION:**

All claims or disputes between the Parties to this Agreement, arising out of or relating to this Agreement, shall be decided by arbitration in accordance with the Commercial Arbitration Rules or the American Arbitration Association unless the parties mutually agree otherwise in writing.

## **VI. PAYMENT OF EXPENSES:**

The Producer will pay all his own expenses. Such expenses include, but are not limited to, clerical, postage, advertising, transportation, personal local license fees, legal fees and any other expenses the Producer may incur. Unless the General Agent has given the Producer prior written permission, the Producer may not commit the General Agent to any expense or obligation.

## **VII. CLAIMS:**

All notices of claims, suits or losses are to be reported immediately in accordance with the General Agent's written procedures and the terms and conditions set forth in the insurance policy form. The Producer will cooperate with the insurance company when requested to assist in the investigation of claims and the collection of deductibles.

## **VIII. INDEMNIFICATION:**

During the term of this agreement, the Producer agrees to maintain a policy of errors and omissions insurance in the minimum amount of One Million Dollars (\$1,000,000) to cover any act, error or omission in professional services rendered or which should have been rendered by the Producer or by any person for whose acts, errors or omission the Producer is legally liable, and arising out of the conduct of the Producer's profession as an insurance agent and/or insurance broker. The Producer further agrees to hold the General Agent free and harmless from, and shall indemnify the General Agent for, any and all claims, obligations, costs, judgments, and attorney's fees arising from, growing out of, or in any way connected with conduct performed by the Producer pursuant to this Agreement. The General Agent agrees to hold the Producer free and harmless from, and shall indemnify the Producer for, any and all claims, obligations, costs, judgments, and attorney's fees arising from, growing out of, or in any way connected with conduct performed by the General Agent pursuant to this Agreement.

## **IX. CANCELLATION OF INSURANCE POLICIES AND PREMIUM FINANCING:**

The Producer shall be responsible for notifying insureds that the return of any policy for cancellation will not be effective until sufficient time has elapsed for proper notice to insured, banks, mortgages, loss payees, certificate holders, public utility commissioners or any other interested parties.

The Producer agrees to return to the financing company all return premiums on policies on which the premiums have been financed. The Producer further agrees that he will not make any such premium refund to any party other than the involved financing company regardless of the amount of return premium shown on his monthly statement as a credit.

Additional premiums which develop by audit or under reporting form policies will be treated specially. Your duty to pay us such premiums will be satisfied if within 30 days after the billing date (in the case of additional premiums) you tell us in writing that you haven't been able to collect such premiums. The Carrier will then be responsible for collecting the premium. No commission will be paid on any commission the Carrier collects.

**X. TERMINATION:**

This Agreement may be terminated with or without cause by either party by giving 30 days written notice to the other. On termination of this Agreement, the Producer shall promptly account for and pay to the General Agent the premiums for which he is liable and any other amount owed to the General Agent in accordance with the terms of this Agreement.

**XI. ASSIGNMENT:**

The Producer may not assign any rights or obligations under this Agreement without the General Agent's prior written consent.

**XII. GOVERNING JURISDICTION:**

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

**XIII. MODIFICATIONS:**

This Agreement reflects the entire understanding of the parties, supersedes any prior discussions or agreements and may only be modified by mutual, written agreement of the parties.

**Producer:** \_\_\_\_\_

**G. J. SULLIVAN CO.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

# Payment Terms for G. J. Sullivan Co.

**Contract New and Renewal Policies- GJS must receive net deposit** (25% of gross premium, plus 100% of all taxes/fees, plus 100% of ALL FULLY EARNED Additional Insured Endorsements, minus Producer's commission) **and a copy of the premium finance agreement.** The **actual live check and other required financial documents must be received in our office within 10 days of the effective date.** **Full net payment** is expected no later than **30 days** from the effective date. Direct Bank Wire instructions are available upon request.

**BROKERAGE POLICIES – Payment terms will be advised at time of quoting.** Brokerage carriers often have special payment terms that differ from the GJS standard terms. Please understand that this is beyond the control of GJS.

**Gross premiums under \$1,000** cannot be premium financed. 100% net must be paid in full at time of binding when gross premium is less than \$1,000.

**Please note that all premium finance payments must be made payable directly to G. J. Sullivan. GJS does not accept agency drafts.**

**Contract Additional Premium Endorsements-** All additional premium endorsements must be added to the finance contract or paid in full (gross premium minus commission) within **30 days of GJS's invoice date or as otherwise advised.** Please note that Brokerage companies may have different remittance terms required.

**Fully Earned Additional Premium Endorsements-** such as Additional Insureds must be paid in full within **10 days of the endorsement effective date** to avoid cancellation. No payment extensions will be given. Please note that Brokerage companies may have different remittance terms required.

**Fully Earned Policy Premiums-** such as Special Events must be **100% paid in full prior** to the effective date of the policy. Agent may retain commission.

**Audit Premiums –** 100% net due in full **20 days from invoice date.** If in dispute a documented dispute with all necessary supporting details must be received within those same 20 days. This dispute will be submitted to the Carrier for review and acceptance. Once an Audit is returned back to the Insurance Company for direct collection, all commissions are forfeited. Please immediately contact your Underwriter with further questions.

**Contract Return Endorsements/Cancellations -** When a return endorsement or cancellation credit is processed the return premium check will be issued as per the schedule below. This schedule reflects the way we receive credits back from the carriers which generally takes 45 days from the month end closing. For example:

Invoice Date	5/2006	Check issuance date is between 7-20 and 7-25
Invoice Date	6/2006	Check issuance date is between 8-20 and 8-25
Invoice Date	7/2006	Check issuance date is between 9-20 and 9-25

Brokerage companies may have different return premium schedules that are beyond the control of GJS. GJS will endeavor to return brokerage RPs within 10 days of our receipt from the brokerage carrier.

**NOTE:** We are required by law to return the net credit to the finance companies directly. Agents are required to remit their unearned commission directly to the Finance Companies. By law, we **CAN NOT** use return endorsement credits to pay additional premium endorsements without approval of the premium finance company.

**Please inform your insured that he/she must continue to make the regular premium finance payments until notified by the premium finance company that an adjustment has been made. Otherwise the loan may go into default and additional late fees may be due from your insured.**

We hope this clarifies our payment terms and procedures. We do not offer statement remittance at this time to our Producers and ask that you pay based on the invoice you will receive from us with each transaction. If you have additional questions in regards to our remittance terms, please contact our CFO, Diane Moen, in the Orange Accounting Office at 714-621-2350.

\_\_\_\_\_ Initials

Ver. 8/15/08

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, 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.