

SAFEPRO INSURANCE SERVICES  
CONFIDENTIAL PRODUCER QUESTIONNAIRE

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

Main Office Physical Address: \_\_\_\_\_

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Web Address: \_\_\_\_\_ Main Email: \_\_\_\_\_

Total number of producers: \_\_\_\_\_ Total number of employees: \_\_\_\_\_ Date agency established: \_\_\_\_\_

Agency Contact

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Email: \_\_\_\_\_ Extension: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Email: \_\_\_\_\_ Extension: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Email: \_\_\_\_\_ Extension: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Email: \_\_\_\_\_ Extension: \_\_\_\_\_

Agency is a:  Partnership  Sole Proprietorship  Corporation  Other \_\_\_\_\_

Agency CA License #: \_\_\_\_\_ Federal ID or Soc. Sec. No.: \_\_\_\_\_

Total Commercial Lines Premium Volume \$ \_\_\_\_\_

List Carriers with greatest premium volume	Premium	Appointment Date (Year)

List MGAs/Wholesalers with greatest premium volume	Premium	Appointment Date (Year)

Have you or anyone in your agency been sued concerning insurance related activities?  
If yes, please explain on a separate sheet and attach to this form. Yes No

Has any Error & Omission claims been made in the most recent five years against your agency,  
officers, partners or owners? If yes, please explain on a separate sheet and attach to this form. Yes No

Have you, your employees, or your agency been disciplined by any State Agency or  
Department of Insurance? If yes, please explain on a separate sheet and attach to this form. Yes No

Has the agency, or any shareholder, partner or principal thereof ever declare bankruptcy?  
If yes, please explain on a separate sheet and attach to this form. Yes No

Has the agency had any company appointments terminated within the last 12 months?  
If yes, please explain on a separate sheet and attach to this form. Yes No

Has the agency had a trust check returned by the bank for any reason?  
If yes, please explain on a separate sheet and attach to this form. Yes No

Has the agency, or any shareholder, partner or principal thereof ever been convicted of a felony?  
If yes, please explain on a separate sheet and attach to this form. Yes No

Has the agency, or any shareholder, partner or principal thereof ever been refused and insurance  
license in any state? If yes, please explain on a separate sheet and attach to this form. Yes No

Any other business activity agency may engage in? If yes, please list activity Yes No

REMARKS:

It is agreed that the statements on this application or any material submitted herewith are true and accurate representation of the applicant and they shall be deemed material to the acceptance of risk(s) from the brokerage by Safepro Insurance Services and acceptance is done in reliance upon the truth of said representation.

Name (Please print): \_\_\_\_\_

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

(Owner or Officer or Partner)

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

PLEASE COMPLETE AND SIGN THIS FORM AND FAX OR EMAIL IT TO US TOGETHER WITH COMPLETED AND SIGNED W-9 FORM, COPY OF YOUR INSURANCE LICENSE AND A COPY OF YOUR ERRORS AND OMISSIONS INSURANCE DECLARATION PAGE. ONCE PROCESSED, A BROKERAGE AGREEMENT WILL BE SENT TO YOU. PLEASE FAX TO: 1-866-313-9739 OR EMAIL TO: [MARKETING@SAFEPROINSURANCE.COM](mailto:MARKETING@SAFEPROINSURANCE.COM)

Print Form

**BROKER AGREEMENT**

This Broker "Agreement" is made and entered into between **SAFEPRO INSURANCE SERVICES AND**

**"BROKER":** \_\_\_\_\_

**STREET ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

With regard to the following facts:

A. Broker desires to procure from time to time, for its clients, insurance coverages through the facilities of SAFEPRO INSURANCE SERVICES; and

B. SAFEPRO INSURANCE SERVICES desires to make its facilities available to Broker during the term of this Agreement and on terms and conditions set forth in this Agreement.

Now, therefore, the parties hereto agree as follows:

**A. Limited Authority**

1 - The Broker acknowledges that: (i) Broker has read; (ii) understands; (iii) agrees to the limitations contained in this Agreement and that no insurance submitted for consideration is effective until accepted by SAFEPRO INSURANCE SERVICES under the terms and conditions of this Agreement.

2 - Broker shall have no authority to issue a binder or certificate in the name of SAFEPRO INSURANCE SERVICES or any "Company(s)" represented by SAFEPRO INSURANCE SERVICES without the express advance written authorization of SAFEPRO INSURANCE SERVICES for the issuance of any binder. Any attempt to issue an unauthorized binder or certificate by Broker is grounds for immediate termination of this Agreement by SAFEPRO INSURANCE SERVICES.

3 - In the event an unauthorized binder or certificate is issued by the Broker, and SAFEPRO INSURANCE SERVICES and/or Company suffers any claim, loss, cost, expense (including actual attorney fees and the cost of litigation, investigation, expert witness testimony, and appeal), damages, judgments, settlements, fines, or penalties (collectively referred to in this Agreement as "Losses"), Broker shall indemnify, hold harmless and defend SAFEPRO INSURANCE SERVICES (with counsel selected by SAFEPRO INSURANCE SERVICES) and/or the Company against any and all Losses.

4 - Except as expressly provided herein, Broker is not hereby receiving any rights or authority with respect to SAFEPRO INSURANCE SERVICES nor any of the Companies.

**B. Commissions**

1 - SAFEPRO INSURANCE SERVICES will pay commissions at such rates as are agreed to in writing from time to time by the parties hereto.

2 - In the event of return premium becoming due for any reason whatsoever, Broker shall refund unearned commission to SAFEPRO INSURANCE SERVICES or to premium finance companies at the same rate at which commission was originally allowed.

3 - It is agreed there will be no commission paid on any policy fees assessed to policy. The policy fee will be fully earned and therefore will not be subject to rebate or proration on policy cancellation.

### **C. Payment of Premium**

1 - Broker must submit with a fully written completed application, twenty-five percent (25%) of the premium quoted. Broker agrees to pay SAFEPRO INSURANCE SERVICES the balance no later than twenty (20) days after the effective date of the policy. If the payment is not received within said twenty (20) days, the policy is subject to cancellation.

2 - Broker specifically agrees that any extension of credit by the Broker to or on behalf of an insured or to any other person is solely at Broker's own risk and Broker has no authority to extend credit or terms on behalf of SAFEPRO INSURANCE SERVICES. Broker shall pay SAFEPRO INSURANCE SERVICES all earned premiums due whether or not Broker has been paid by the insured.

3 - The Broker will be responsible for payment of any additional premiums caused or resulting from audits or endorsements. These additional premiums shall be paid to SAFEPRO INSURANCE SERVICES within thirty (30) days after date of invoice. Broker recognizes that in agreeing to pay SAFEPRO INSURANCE SERVICES, Broker does so as an original undertaking on its own part, and not as guarantor or surety of another's obligation.

4 - Broker shall be responsible for the diligent collection of any additional premiums that are determined to be owed pursuant to any mid-term and/or final audits. If the Broker is not able to collect such additional premiums, the Broker agrees to return to SAFEPRO INSURANCE SERVICES the invoiced premiums for direct collection within the time period specified in audit correspondence. Once the premium is returned for direct collection all commissions paid are forfeited.

### **D. Term**

1 - The term of this Agreement shall commence on the date inserted in the last paragraph of this Agreement and shall continue thereafter unless terminated pursuant to the provisions of Paragraph D-2 below. In the event that neither Broker nor SAFEPRO INSURANCE SERVICES gives the notice set forth in Paragraph D-2, this Agreement shall remain continuous.

2 - Termination of Agreement. This Agreement shall terminate and be of no further force or effect:

2.1 Upon the filing by or against Broker of a bankruptcy proceeding.

2.2 The failure of Broker or SAFEPRO INSURANCE SERVICES to cure any default hereunder within ten (10) days following written demand of the other.

2.3 At any time with or without cause and without penalty by either of the parties hereto by giving thirty (30) days written notice to the other at the address shown in this Agreement.

#### **E. Cancellation of policies**

1 - No policy, binder or cover note will be cancelled flat as SAFEPRO INSURANCE SERVICES shall be entitled to retain the full policy fee and minimum earned premium.

2 - Notwithstanding the return of an original policy for cancellation, or cancellation by a premium finance company, cancellation will not be effective until sufficient time has elapsed for proper notice to mortgagees, loss payees, certificate holders, public regulatory bodies, etc. in cases where such notice is required.

3 - If the cancellation is requested by the named insured, the return premium shall be computed on a standard short rate table and subject to the minimum earned premium.

4 - If cancellation is requested by the finance company, the return premium shall be computed on a standard short rate table unless regulations of the state require a pro rata. Cancellations are subject to the minimum earned premium.

5 - If the cancellation is requested by SAFEPRO INSURANCE SERVICES or by the carrier for underwriting reasons or non-payment, the return premium shall be computed on a pro rata basis. Minimum earned premiums may apply.

#### **F. Notice of Expiration and Renewal Requests**

1 - The insured will receive sixty (60) days notice of expiration and offer to renew or non-renew, of all policies written with admitted carriers and procured through the underwriting facilities of SAFEPRO INSURANCE SERVICES.

2 - Broker agrees that it is the Broker's responsibility to properly notify the policyholder of the expiration date of any and all policies written with a non-admitted carrier through the underwriting facilities of SAFEPRO INSURANCE SERVICES.

3 - SAFEPRO INSURANCE SERVICES will renew policies only upon written request of the Broker together with twenty-five percent (25%) of the premium.

4 - Broker shall indemnify, defend with counsel selected by SAFEPRO INSURANCE SERVICES, and hold harmless SAFEPRO INSURANCE SERVICES and any Company(s) from any and all Losses arising out of Broker's failure to notify the insured of policy cancellation or expiration.

## **G. Premiums Held in Trust**

1 - All premiums received by Broker shall be held in trust for SAFEPRO INSURANCE SERVICES as Trustee for the insurance carrier(s) until delivered to SAFEPRO INSURANCE SERVICES. The privilege of retaining commission out of such premiums, the keeping of accounts by Broker or SAFEPRO INSURANCE SERVICES on their respective books as a creditor or debtor or the alteration in compensation rate, failure to enforce prompt remittance, or entry into a compromise or settlement or declaration of balance due, shall not change nor be held to waive assertion of such trust relationships.

2 - Broker is granted permission to use interest bearing trust accounts for deposit of trust funds with federally insured banks or savings and loan associations.

## **H. Ownership**

1 - Both parties to this Agreement expressly recognize the independent ownership by the Broker of the insurance business covered by this Agreement. In the event of cancellation of this Agreement for violation of its terms, SAFEPRO INSURANCE SERVICES waives and relinquishes all rights or claims to subsequent renewals.

## **I. Independent Contractor**

1- Nothing herein is intended or shall be deemed to constitute the Broker as an employee, agent, or representative of SAFEPRO INSURANCE SERVICES or the Company(s).

2 - The Broker expressly agrees that Broker and its employees and sub-producers who may solicit applications for insurance cannot make any representations which are not explicitly set forth in the policies. The Broker will indemnify, defend with counsel selected by SAFEPRO INSURANCE SERVICES, and hold harmless SAFEPRO INSURANCE SERVICES against any and all Losses which result from, or arise out of, any such unauthorized representations.

## **J. Limitations of Broker**

1- Broker has no authority to investigate or settle claims but must notify SAFEPRO INSURANCE SERVICES immediately in writing upon receipt of a claim. The Broker agrees to have proper certification and follow the claims regulations and procedures set forth by the "State" or any other jurisdiction in which the broker may be operating (defined in Paragraph K 1 below).

2 - Notice to Broker of change in risk does not constitute notice to SAFEPRO INSURANCE SERVICES of the Company(s). Upon receipt of any such notice from an insured, or upon Broker otherwise learning of a change in risk, Broker must immediately notify SAFEPRO INSURANCE SERVICES in writing.

3. - Broker shall not assign, transfer, or convey any interest in this Agreement.

4 - Any change in ownership of Broker shall give SAFEPRO INSURANCE SERVICES the option of cancellation of Agreement.

#### **K. Broker's Warranty**

1 - Broker warrants that he/she/it is properly licensed as a Fire and Casualty Broker in all States of the United States and any other jurisdiction in which it acts pursuant to this Agreement. Should the Broker's license lapse in any such State or jurisdiction or be revoked for any reason, the Broker shall immediately give written notice to SAFEPRO INSURANCE SERVICES and shall be cause for termination by SAFEPRO INSURANCE SERVICES of this Agreement.

#### **L. Guarantee**

1- In the event the Broker under this Agreement is a corporation, it is further understood and agreed that the individual stockholders of the corporation hereby unconditionally guarantee the full and timely performance of all obligations of Broker under this Agreement and any supplement, amendment, extensions or renewals thereof which shall be binding upon them severally and jointly in the same manner as upon the corporation named as Broker. The undersigned shareholders waive all rights and defenses available to a guarantor under the laws of the State, including (i) the requirement that a recovery be sought first against a principal obligor; (ii) raising any statute of limitations defenses available to Broker; (iii) absolving shareholders from liability due to any change in any of the terms or conditions in this Agreement or Broker's obligations hereunder; (iv) bankruptcy of Broker; (v) revoking a continuing guarantee. All notices hereunder to Broker shall be deemed automatically given to shareholders.

#### **M. Collection Costs**

1- Should a dispute arise under this Agreement, the prevailing party shall be awarded actual attorney fees and costs of litigation, investigation, expert witness testimony and appeal.

#### **N. Notices**

1- Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally, by facsimile transmission, deposited in the United States mail, certified or registered, postage prepaid, or deposited with an overnight courier (e.g. Federal Express, UPS, etc.). If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service or refusal to accept service. If such notice, demand or other communication be served by facsimile transmission, receipt shall conclusively be deemed to have occurred on the first business day following the date of transmission to the facsimile number, if any, following each party's signature to this Agreement. If such notice, demand or other communication be given by mail, such shall conclusively be deemed given three (3) business days after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given at the address following each party's signature hereto. If such notice, demand or other communication is given by overnight courier; such shall conclusively be deemed given on the next business day following delivery to the overnight courier. Any party hereto may change it's address or facsimile number for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

**O. Prior Agreements**

1- All former contracts, agreements or underwriting, whether written or oral, between the parties hereto relating to the business covered herein, if any, are hereby cancelled and superseded in their entirety by this Agreement.

**P. Investigation**

1 - It is understood that as a part of SAFEPRO INSURANCE SERVICES's procedure, inquiries may be made of Broker which will provide applicable information concerning character, general reputation and personal characteristics and Broker hereby consents to such investigation. Upon written request by Broker, additional information as to the nature and scope of the report, if one is made, will be provided to Broker.

**Q. E&O Insurance**

1- Broker acknowledges and agrees that from and after the date hereof through and including the expiration or termination of this Agreement, Broker shall maintain, at Broker's sole expense, an Errors and Omissions Liability Policy of insurance with an insurance carrier reasonably acceptable to SAFEPRO INSURANCE SERVICES, in an amount of not less than One Million Dollars (\$1,000,000).

2 - Broker shall provide to SAFEPRO INSURANCE SERVICES a certificate of insurance which evidences the above referenced coverages within five (5) days following execution of this Agreement. Failure to provide such certificate shall, at SAFEPRO INSURANCE SERVICES's option, result in the immediate termination of this Agreement, except for any obligations that may have accrued up to the effective date of termination.

This Agreement is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signature of Broker** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_ **Title** \_\_\_\_\_

SAFEPRO INSURANCE SERVICES

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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



## 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input 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) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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 the "Name" line 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.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### 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. citizen or other U.S. person (defined below).

**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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### General Instructions

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

#### 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.

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. 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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 payee 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 a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **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/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

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

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 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 and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov](http://www.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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.** Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the 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 for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**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.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.