



PRODUCER APPOINTMENT PACKAGE

Please complete this entire application and promptly return a copy to Align General Insurance Agency, Inc. at any of the contact options below:

Mail: Align General Insurance Agency, Inc.
610 West Ash Street, Suite 1702
San Diego, CA 92101

Email: ASwindall@aligngeneral.com

Fax: (619) 702-6799

If you have any questions, please do not hesitate to contact Andy Swindall via telephone at (619) 702-7022, x. 202 or via email at ASwindall@aligngeneral.com.

Align General Insurance Agency, Inc.
610 West Ash Street, Suite 1702, San Diego, CA 92101
p – 619.702.7022 f – 619.702.7077 www.aligngeneral.com



Producer Application Questionnaire

Incomplete applications may not be considered for appointment. Thank you for considering a business relationship with Align General Insurance Agency, Inc.

Section I.

Name and Address

E-mail Address:
(Required for all appointments)

Website Address:

Legal Agency Name:

DBA:
(Name Approved by Department of Insurance)

Name as Shown on License:

License Type:

Agency License #:

Expiration:

Individual SSN:

Federal Tax ID #:

Agency Mailing Address:

Street:

City:

State:

Zip:

Phone: ()

Fax: ()

Number of office locations:

(Please attach a list of all offices with address, phone, fax, license information, and name of contact in each office).

Where do you want mail sent? Main Office, or Branch Offices (Please check applicable Box)

Hawksoft Downloads are available. If you wish to use Hawksoft, please submit the following:

Ivans Y-Account:

Ivans Y-User ID:

Is it time to renew your E&O? We offer E&O and EPLI coverage. Please contact Andre Degazon via email at adegazon@aligngeneral.com or phone at (310) 322-1301 ext. 20 to get a quote or to learn more.

Section II.
Ownership and Management

Please list all persons having an **Ownership** Interest in Agency:
(Attach additional sheet, if necessary)

Agency Owner:

Ownership %:
Home Address:
City/State/Zip:
Home Phone #: ()
Social Security No:

Please List Key Agency Personnel:

Name 1:

Title:
Licensed? Y / N

Name 2:

Title:
Licensed? Y / N

Section III.
Error & Omissions

Coverage is required for appointment – Please attach a copy of the current declaration page.

Have you or has anyone in your agency been sued concerning any insurance related activities?
Yes No

Have you, your employees, or your agency ever been disciplined by a state DOI?
Yes No

If yes, to either of the previous two questions, please attach complete explanation.

Section IV.

Agency Performance

Annual Written Premium by Product:
\$ - Non-Standard Auto

How many new business applications of this type does your agency write per month?
\$ - Standard/Preferred Auto

How many new business applications of this type does your agency write per month?
\$ - Other Lines (i.e. Homeowners, Commercial)

How many new business applications of this type does your agency write per month?

Private Passenger Auto Carriers:

(Top two in order of premium volume)

Company 1: _____
Annual Volume:
Loss Ratio:
Date Appointed:

Company 2: _____
Annual Volume:
Loss Ratio):
Date Appointed:



PRODUCER AGREEMENT

This agreement is entered into by and between Align[®] General Insurance Agency, Inc. (hereinafter referred to as “General Agent” and _____ (hereinafter referred to as “Producer”).

Whereas Producer desires to obtain insurance coverage for its clients (hereinafter referred to as “Applicants” and/or “Insureds”) provided under insurance programs available from insurance companies (hereinafter called “Insurers”) represented by General Agent, and whereas General Agent desires to place insurance on Insureds that meet the qualifications of one of the aforementioned insurance programs; now, therefore, Producer and General Agent agree as follows:

I. Appointment

- A. **Scope Of Producer’s Authority Under This Appointment:** General Agent authorizes Producer to submit applications and premiums in accordance with the applicable underwriting guide for insurance on the types of risks and lines of insurance (hereinafter referred to as “Programs”) specified by General Agent and as set forth in the Producer’s Program Appointment(s) that are made a part of this Agreement. Producer does not have authority to bind Insurer or General Agent to any contract of insurance unless such authority is specifically granted to Producer under the particular Program Appointment(s). Once a risk is bound, Producer shall professionally handle any changes or other requests related to the Applicant’s policy in accordance with General Agent’s written procedures provided in advance to Producer, and as amended from time to time at the sole discretion of General Agent. Producer understands that:
1. Producer shall not bind or otherwise submit applications to General Agent for quoting or binding if such business was produced by independent producers (or sub-producers) without the prior written permission of General Agent, except where Producer is authorized by General Agent to serve in the capacity of a wholesale Producer.
 2. Producer shall have no authority to waive any term or condition of any insurance policy. Producer shall have no authority to accept service of any lawsuit or process on behalf of General Agent or any Insurer, nor shall it authorize any claim settlement, or bind General Agent or any Insurer in any claim matter.
 3. Producer shall not use the name of General Agent or that of any of its’ Insurers in any advertisement, publication, circular or paper without first obtaining written consent from General Agent.
- B. **Modification Of Appointment & Producer’s Authority Under This Agreement:** General Agent may, at its sole discretion, modify this Agreement at any time subsequent to its execution by providing at least 30 days advance notice to Producer, except such advance notice is not required where the modification is by mutual agreement or where one or more Program Appointments are terminated in their entirety; a moratorium is placed on writing new business for the Program(s) by the Insurer, and/or; binding authority is suspended pursuant to section XI of this Agreement. Such modification may include, but is not limited to (1) appointment of Producer to additional Programs; (2) modification of Producer’s appointment and authority under any Program(s); (3) modification of Producer’s commission for new or renewal policies of insurance to be written under any Program Appointment(s); (4) extension or revocation of binding authority under any Program Appointment(s). Such modification shall be made by sending written notice to Producer via facsimile or U.S. mail at the address provided in this Agreement, or to Producer’s last known address. Producer’s acceptance of the modification(s) of a current or additional Program Appointment, including any and all conditions, restrictions, commission rate(s), underwriting guidelines, requirements and limitations specific to the Program, shall be conclusively established when Producer, subsequent to receipt of notification of the modification from General Agent, submits one or more applications for insurance to General Agent for placement of Insureds in the

Program(s) so modified. Where Producer's appointment to one or more Programs is terminated, Producer will immediately discontinue solicitation of new business and shall not submit applications to place business in said Program(s).

- C. Conditions For Application Submission: By submitting applications for insurance under any Program Appointment, Producer agrees to comply with all conditions, underwriting guidelines, restrictions, requirements and limitations applicable to all Program Appointments under this Agreement.
- D. Procedure For Submission Of Binding Requests To General Agent: Producer shall follow the procedure for binding coverage as described in the applicable Program Appointment and General Agent's then current Underwriting and Rate Guide. Any extension of coverage by Producer not in accordance with such procedures may result in General Agent seeking reimbursement from Producer for any loss or claim arising from such improperly bound risk.
- E. Multiple/Programs: Producer acknowledges that in cases where multiple or group programs are offered by the same insurer in the same state for the same line of business, producer will offer the lowest priced policy available for a client or prospective client or will refer the client to the insurer's web-site or toll free access line where the client can obtain the lowest priced policy available.

II. Compensation

- A. As full and complete compensation due Producer under this Agreement, General Agent shall pay Producer, as commission, a percentage of the collected premium received by General Agent for policies produced under this Agreement by Producer (excluding all fees charged by Insurer or General Agent) on each policy produced and paid for under this Agreement at the rate stipulated by General Agent. Producer shall be liable for returning commissions (at the same rate as they were paid) on all return premiums, including return premiums arising from policy cancellations. It is expressly acknowledged that Producer may charge the Insured a broker's fee where permitted by law in addition to the compensation due Producer under this Agreement.

III. Collection and Distribution of Funds

- A. Producer agrees to promptly pay General Agent for the down payment on all policies bound in accordance with the Program Appointment and each Program(s) premium payment guidelines and General Agent's credit and collection policies.
- B. All premiums received by Producer will be promptly remitted to General Agent without deduction for commissions in accordance with each Program(s) premium payment guidelines.
- C. General Agent shall have the right to offset compensation due Producer under this Agreement by the amount of (1) past due premiums, or other amounts currently due and owed by Producer to General Agent and/or its Insurer(s) arising out of any policy of insurance issued under this Agreement; and (2) liabilities incurred by General Agent or the Insurers caused by the negligent or illegal acts or omissions of Producer. Producer's failure to timely submit applications, premium payments, or otherwise comply with General Agent's then-current underwriting rules, procedures, or written instructions for one or more Program(s) provided to Producer may, at General Agent's sole discretion, result in a reduction in or forfeiture of all or part of Producer's commission amount for the particular business submission in violation of this provision.
- F. Producer shall have the right to offset compensation due General Agent under this Agreement by the amount of (1) past due commissions, or other amounts currently due and owed to Producer by General Agent and/or its Insurer(s) arising out of any policy of insurance issued under this Agreement; and (2) liabilities incurred by Producer caused by the negligent or illegal acts or omissions of General Agent or the Insurer(s).

IV. Licensing

Producer is solely responsible for securing and maintaining all licenses required by any state law, rule, regulation, or administrative authority prior to engaging in any of the transactions contemplated by Producer and General Agent under this Agreement. On an annual basis, Producer further agrees to provide General Agent with a copy of their then-current license for each jurisdiction in which Producer transacts insurance and for which Producer has received a Program Appointment.

V. Professional Liability Insurance

Producer agrees to purchase and maintain (until the last policy written under this Agreement expires) a professional liability insurance policy with liability limits in amounts no less than the amounts specified by General Agent pursuant to the specific requirements of a Program Appointment. Producer shall furnish General Agent certificates of insurance evidencing such coverage, which shall be insured by an insurer acceptable to the General Agent, provided said acceptance shall not be unreasonably withheld.

VI. Ownership of Expirations

If Producer has accounted for and paid all premiums and other sums for which Producer may be liable to General Agent in accordance with the terms of this Agreement and is not otherwise in default of this Agreement, Producer's records and use and control of expirations shall remain Producer's property and be left in Producer's undisputed possession. If Producer has not paid or provided acceptable collateral or security for undisputed amounts owed by Producer to General Agent within thirty days (30) following the termination of this Agreement, then ownership of the records and the use and control of only such minimum expirations as are necessary to satisfy the debt shall vest exclusively with General Agent until such time as the undisputed debt shall have been satisfied. Producer shall be entitled to receive the prevailing rate of commission in effect for renewal premiums for each Program Producer has been appointed to immediately prior to termination.

VII. Indemnification

- A. General Agent agrees to jointly and severally indemnify, defend and hold harmless Producer against any and all claims, demands, losses, expenses, liabilities and damages of whatever nature, including interest, penalties and attorney fees (collectively herein, "Costs") Producer shall incur, which result from, arise out of, or relate to any dispute, including allegations of negligence or unlawful conduct, on the part of General Agent and its affiliates arising under this Agreement.
- B. Producer agrees to jointly and severally indemnify, defend and hold harmless General Agent, its Insurer(s), claims administrators, and servicing companies (hereinafter referred to as "its affiliates") against any and all costs General Agent and its affiliates shall incur, which result from, arise out of, or relate to Producer's duties, obligations, or performance under this Agreement, or relate to any dispute, including allegations of negligence or other unlawful conduct including violation of insurance laws alleged by any governmental authority, including but not limited to, the state Department of Insurance having jurisdiction thereof, or consumer protection and privacy laws (including, but not limited to, the Fair Credit Reporting Act) on the part of Producer and its' agents, employees, or representatives.
- C. Each party to this Agreement shall promptly notify the other party of the existence of any claim, demand, assessment, allegation of negligence or any other matter as to which the obligation to indemnify hereunder would apply, and shall give the indemnifying party reasonable opportunity to defend the same at their own expense with mutually agreeable counsel. Either party and/or its' affiliates shall at all times have the right to fully participate in such defense at their own expense. If, within a reasonable time after such notice, the party to whom a request for indemnity is made thereafter fails or refuses to defend, the party seeking indemnification shall have the right, but not the obligation, to undertake the defense of, and to conclusively compromise or settle the claim or other matter on behalf of, or for the account and at the risk of, the party refusing to defend and/or indemnify.
- D. By signing this Agreement, Producer acknowledges that it has been informed that various Insurers with whom General Agent does business require the following language to be placed in all Producer Agreements, and thereby prohibits Producer from suing the Insurer directly under this agreement:

"Producer shall have no right, claim or cause of action against any Insurer, and shall look exclusively to the General Agent for the payment or satisfaction of any expenses, costs, claims and/or causes of action arising directly or indirectly out of, or in connection with, any action taken or not taken by the Insurer or the General Agent."

- E. Producer agrees to waive its right to proceed directly against any Insurer in accordance with the terms and conditions quoted above in each instance where the Insurer requires Producer to waive said rights in the agreement between General Agent and Insurer, provided, however, that General Agent represents that it will fully indemnify, hold harmless, and protect Producer for all such rights, expenses, costs, claims, or causes of action that would otherwise be brought against any Insurer.

VIII. Right to Audit

Upon receipt of a written request by General Agent, Producer agrees to allow General Agent or its authorized representative to conduct an audit at Producer's place of business and permit copying of Producer's business records relating to premiums received from insured(s), the insureds name, address, telephone number, additional insured information, correspondence, any contracts entered into with third parties and such other information as it relates to all program appointments of Producer in effect at any time under this Agreement. The audit shall take place during normal business hours solely to confirm Producer's performance under this Agreement. General Agent agrees not to make use of any information acquired in such audit in any manner otherwise prohibited by law or this Agreement. General Agent shall bear the expense of such audit. Written notice shall be provided to Producer by General Agent at least 5 business days prior to the audit.

IX. Independent Contractor

It is agreed that Producer acts as his own contractor in procuring insurance for Applicants obtained from Insurers represented by General Agent. Producer shall manage his or her own time and nothing in this agreement is meant to create the relationship of employer/employee, partnership or joint venture between General Agent and Producer. General Agent will not be responsible for Producer's expenses.

X. Claims

Producer agrees to cooperate fully with General Agent, Insurers, their affiliates or authorized third party administrators to facilitate the investigation and adjustment of any claim. Where Producer receives an actual or constructive Notice of Claim, as that term is commonly understood and utilized in the applicable claims handling statutes or regulations, Producer agrees to promptly notify General Agent or Insurer's claim adjusting company of the same by adhering to the instructions provided upon each Program Appointment. Producer agrees that it will at no time insert itself into the claim adjustment process or cause any delay in the claim notification process.

XI. Contract Termination & Suspension of Authority

- A. If General Agent has reasonable cause to believe that Producer is in violation of this Agreement, General Agent may immediately suspend Producer's binding authority (if binding authority has been given to Producer under one or more Program Appointments) pending investigation by providing written notice to Producer of such suspension.
- B. This Agreement may be canceled at any time in by either party providing the party terminating the agreement shall provide written notice of termination to the other party. Effective immediately upon providing notice of termination, (1) Producer's authority to bind new business with General Agent is revoked for all Program Appointments (if binding authority has been given to Producer under one or more Program Appointments); (2) General Agent agrees to renew policies then in force with Producer at the time of termination for a period of 60 days thereafter, or for a longer period of time if required by law, provided that said policies have not expired, been cancelled, or have been placed with a different insurer at the time for renewal. It is further agreed that the commissions or return commissions will be paid by the responsible party on additional premium collected, or on return premiums made, after termination of this Agreement.
- C. If the law requires General Agent to notify Applicant of its intent not to renew any policy of insurance issued pursuant to this Agreement, General Agent will give Applicant the required notice. If the law gives certain renewal rights, the General Agent will notify Applicant of them.

XII. Assignment

Producer may not assign this Agreement without prior written consent of General Agent. Any change in majority control or majority ownership of Producer shall be deemed an assignment event. Any assignment made without General Agent's written consent may, at General Agent's option, terminate this Agreement.

XIII. Arbitration & Good Faith Dispute Resolution

- A. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within ten days with a statement of its position on the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within 20 days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter may, with the prior written consent of both parties hereto, be submitted to JAMS/Endispute for mediation and/or binding arbitration.
- B. In the event of binding arbitration or litigation to interpret the terms of, or otherwise enforce this Agreement or any provision thereof, the prevailing party, in addition to other relief awarded, shall be entitled to recover from the non-prevailing party all costs and expenses thereof including, without limitation, reasonable attorney fees incurred by the prevailing party which shall be determined and fixed by the arbitrator or court as part of the decision or judgment. Such fees, costs and expenses shall include expenses incurred on any appeal and for collecting on or enforcing any such decision or judgment.

XIV. Miscellaneous Provisions

- A. All supplies, products, trademarks, logos, software, other intellectual property or other proprietary information furnished to Producer and belonging to General Agent shall remain the property of General Agent and shall be returned to General Agent promptly upon demand or upon termination of this Agreement.
- B. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- C. The waiver by one party of any breach of this Agreement by the other party will not be deemed a waiver of any subsequent breach, a waiver of the particular provision breached, or a waiver of any other provision of this Agreement.
- D. This Agreement, together with any exhibits and attachments hereto, embodies the complete and entire agreement between the parties, and replaces any previous Agreement(s). No other representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth or referred to herein.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law provisions thereof. The parties hereto hereby consent to the exclusive jurisdiction and venue of the United States District Court for the Southern District of California or the applicable state court of San Diego County for any action that may be brought in connection with this Agreement.
- F. Each party agrees to accept all written notifications under this Agreement by facsimile in lieu of U.S. mail and shall keep the other party apprised of its then current facsimile number.

This agreement shall become effective at 12:01a.m. Pacific Standard Time on _____.

GENERAL AGENT:

ALIGN GENERAL INSURANCE AGENCY, INC.
610 West Ash Street, Suite 1702
San Diego, CA 92101

By: _____
Andrew M. Swindall

Title: Senior Vice President

Date: _____

PRODUCER:

(Name as appears on license)

(Federal Tax ID or Social Security #)

Business Name

Address

Telephone Number

Address

Facsimile Number

By: _____

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.

| | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |

or

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

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.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

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.

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.

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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

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 ¹ | Generally, exempt recipients 1 through 7 ² |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

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 ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or single-owner LLC | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship or single-owner LLC | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 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 |

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, 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.