



(800) 880-2747 Ph
(858) 618-1655 Fax

www.cresinsurance.com

PRODUCER QUESTIONNAIRE

Legal Name of Producer: _____

D.B.A. or A.K.A.: _____

Producer Mailing Address: _____

Telephone Number(s): __ (____) _____ and __ (____) _____

Fax Number: __ (____) _____ E-mail Address: _____

Date Established: _____

CHECK THE OPTIONS BELOW THAT DESCRIBE YOUR ORGANIZATION

1. Corporation: _____ Partnership: _____ Individual: _____

2. Wholesale Broker: _____ Retail Broker: _____

Broker License Number: _____

DESCRIBE YOUR ERRORS & OMISSIONS COVERAGE

Carrier: _____ Policy Term: _____

Limits: _____ Deductible: _____

Attach copy of E&O Binder, Declarations, or Renewal Certificate

15373 Innovation Drive Ste. 250 San Diego, CA 92128
P.O. Box 500810 San Diego, CA 92150
CRES Insurance Services, LLC
CA. Ins. License # 0D85894



DESCRIBE FIDELITY COVERAGE

Carrier: _____ Policy Term: _____

Limits: _____

COMPLETE THE FOLLOWING QUESTIONS IN DETAIL IF APPLICABLE

1. When was present ownership established? _____

2. If present ownership or structure was established within the last five years, list previous business entities purchased, merged, or consolidated with present ownership:

<u>Previous Entity</u>	<u>Year Acquired</u>	<u>Purchased/Merged Consolidated</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Is producer; engaged in; owned by; controlled by; associated and/or affiliated with any other business interest?

_____ Yes _____ No If yes, explain: _____

4. Names of subsidiaries of your operation; description of operations and percentage owned by you:

5. Breakdown of producer's staff (include part-time)

Principals/Partners/Owners, Directors, Officers, Managers: _____

Employed Solicitors, Brokers, Account Executives: _____

Other Employees: _____

Total Staff: _____



6. Key personnel in your organization:

<u>Name</u>	<u>Title/Position</u>	<u>Yr Started In Insurance</u>	<u>Yr Started w/ Producer</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Indicate the major geographic area (s) which you service: _____

8. Will branches submit business direct to our office? Yes No

If yes, submit details: _____

9. List companies whose facilities have been added and/or discontinued in the last 5 years:

<u>Company</u>	<u>Premium Volume</u>	<u>Reason</u>	<u>Added or Discontinued</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. State your approximate percentage breakdown of total annual volume by source and line-of-business:

		Commercial Casualty	_____ %
Broker	_____ %	Commercial Property	_____ %
MGA	_____ %	Commercial Auto	_____ %
Consultant (fee)	_____ %	Wet Marine	_____ %
Other (detail below)	_____ %	Aviation	_____ %
		Life/Group A&H	_____ %
		Personal Lines	_____ %
		Other	_____ %



11. Briefly describe the lines-of-business, or types of insurance your company specializes in handling:

12. Producer's total volume in the last three (3) years:

<u>Year</u>	<u>Volume</u>
_____	_____
_____	_____
_____	_____

13. List major companies you represent and your premium volume:

<u>Company Name</u>	<u>Yrs Represented</u>	<u>Annual Volume</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. List Companies for which you are a Managing General Agent:

<u>Company Name</u>	<u>Annual Volume</u>	<u>Current Yr Loss Ratio</u>	<u>Prior 3 yrs Loss Rating</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

15. Volume to our office will come from the following sources:

New business to producer: \$ _____

Transferred from current company in your office: \$ _____

16. List bank references, and attach the last two (2) annual financial statements
(balance sheets or income statements):



This questionnaire was completed by:

Name: _____ Title: _____ Date: _____

Does producer comply with the federal Protection of Personal Information and Electronic Documents Act "PIPEDA" that came into effect on January 1, 2004?

_____ Yes _____ No

If yes, submit a copy of your Privacy Policy

A PRINCIPAL, PARTNER, OR OFFICER MUST COMPLETE THIS SECTION

Has a principal or Officer of your office ever been charged or convicted of fraud and/or a felony?

_____ Yes _____ No

Has your Insurance License ever been suspended and/or revoked, or have you ever been fined by and Insurance Department?

_____ Yes _____ No

To be considered as an approved producer for CRES Insurance Services, LLC, your signature and title are required on this document. By signing this document, you are confirming the information contained within this questionnaire is correct and there have been no material misrepresentations.

Print Name: _____

Signature: _____

Title: _____

Date: _____



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BROKER AGREEMENT

On this day _____, CRES Insurance Services, LLC, with offices at 15373 Innovation Drive, Suite 250, San Diego, CA 92128 (hereinafter "Company") and _____ with offices at _____ (hereinafter "Broker") hereby agree to the following terms with respect to business placed by Broker through Company on and after the above described date.

1. Broker warrants that Broker has a broker license in Broker's name, either in an individual, partnership, or corporate name, as named on the face of this Agreement, and that such license is valid and in force at the time any insurance placed hereunder is effective or is renewed. Broker will provide Company with a copy of Broker's current insurance licenses and will immediately notify Company of any suspension, revocation, or termination of these licenses.
2. Broker shall pay to Company all premiums on all policies, including endorsements thereto, whether or not collected by Broker, prior to coverage being bound.
3. Company shall pay Broker the commission rate as stated on Exhibit A (see attached). Commissions will be paid by Company to Broker after premiums are paid by broker/client and collected by the Company.

In the event Broker becomes in possession of any premium funds, Broker shall hold all such premium funds in a fiduciary capacity as required by the laws of the states in which Broker is licensed and, except for the aforesaid commissions, in trust in a "Premium Trust Account" or "Trustee Account" in a bank insured by the Federal Deposit Insurance Corporation (F.D.I.C.). Broker shall keep full and accurate records of account on such trust funds. Broker shall facilitate the inspection of all such records, including bank records, by Company upon written request by Company. No act or omission by Company shall waive the existence of the trust relationship.

Broker shall promptly develop and maintain adequate books and records, including written and electronic records, regarding the business transacted under this Agreement. Company shall have free access at any and all reasonable times to such books and records to make copies and retrieve all data in any electronic storage media. Broker shall provide the utmost cooperation to Company in its exercise of these rights.

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P.O. Box 500810 San Diego, CA 92150
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Broker shall not bind any coverage hereunder or with any insurer if Company is a party to the transaction without the prior authorization of Company in each case.

Pursuant to a written request by Company, Broker shall cooperate promptly with Company to facilitate the investigation and adjustment of any claim.

Broker shall not place any advertisement respecting Company on or in any medium of communication without the prior written consent of Company.

4. In the event of termination of this Agreement, if Broker has promptly accounted for and remitted premiums and returned unearned commissions for which Broker is liable, Broker's records and use and control of expirations shall remain the property of Broker and be left in Broker's undisputed possession. Otherwise, the records and use and control of expirations shall be vested in Company. Broker shall be entitled to receive commissions on such policies unless Company is furnished with a written designation, signed by the Insured, of another broker of record.

Nothing in this Agreement shall be construed as limiting or restricting the right of any insurer with which business is placed to cancel, at its sole option, any binder, policy, or other contract of insurance.

In the exercise of its right to collect any indebtedness due from Broker through the use and control of such expirations, Company shall be accountable to Broker for any sums received, which, net of expenses, exceed the amount of indebtedness. Broker shall remain liable for the excess of the indebtedness over the sums received by Company.

Any indebtedness due from Broker shall not prevent application of the ownership of expirations provision in favor of Broker if Broker furnishes security acceptable to Company on the amount of such indebtedness to be held by Company until the indebtedness is satisfied.

5. This Agreement shall terminate:

- (a) Upon either party giving the other at least thirty (30) days written notice,
- (b) Automatically if any public authority revokes, suspends, or declines to renew Broker's license,
- (c) Automatically on the effective date of any sale, assignment, transfer, merger, bankruptcy, or insolvency of Broker's insurance business, or
- (d) Immediately upon either party giving written notice to the other of fraud, failure to remit balances, or gross or willful misconduct on the part of the other party

6. Forbearance, neglect, or failure by Company to enforce any or all of the provisions of this Agreement or to insist upon strict compliance by Broker shall not be construed as a course of conduct or waiver of any other provision or the same provision at another time.



7. If Broker breaches any one or more of its obligations under this Agreement, Broker will indemnify and hold Company harmless from and all claims, demands, causes of action, suits in law or equity, liability, loss, damages, of any nature, fines, administrative penalties, costs, expenses, and attorney fees which Company may suffer or incur arising out of or resulting from, in whole or in part, any such breach.

8. This Agreement, together with any Addenda attached hereto, supersedes all previous Agreements, whether oral or written, between Broker and Company relating to business placed by Broker through Company.

9. If an irreconcilable difference of opinion arises concerning the interpretation of this Agreement, such difference shall be submitted to arbitration, one arbitrator to be chosen by Company, one by broker, and an umpire to be chosen by the arbitrators before they enter upon arbitration. The arbitration proceeding shall take place in the city in which the Company is located. If the arbitrators fail to agree on an umpire, each arbitrator shall select one name from a list of three names submitted by the other arbitrator; and the umpire shall be selected by lot between the two names chosen. If either party fails to choose an arbitrator within sixty (60) days following written request by the other party to enter upon arbitration, the requesting party may choose two (2) arbitrators who shall in turn choose an umpire before entering upon arbitration.

Each party shall present its case to the arbitrators within sixty (60) days following the date of their appointment. The decision of the arbitrators shall be final and binding upon both parties; but failing to agree, they shall call in the umpire and the decision of the majority shall be final and binding on both parties. Each party shall bear the expense of its designated arbitrator and shall jointly and equally bear with the other party the expense of the umpire and the arbitration proceeding. If the arbitrators are chosen by one party as above provided, the expense of the arbitrators and the arbitration proceeding shall be equally divided between the parties. Any decision rendered by the arbitrators, whether by majority vote or unanimous approval, shall be final, binding, and non-appealable to any court in any jurisdiction.

10. After the effective date of termination of this Agreement, all of the rights and obligations of the parties hereto, including but not limited to the collection of premiums, the accounting of premiums and commissions, and settling of all balances, shall remain in full force and effect until all liabilities of the parties under this Agreement are finally discharged.

11. Broker acknowledges it is an independent contractor representing the interest of their clients. Broker is not an agent nor employee of the Company. Broker has no authority to bind Company.



12. This is a fully integrated agreement that reflects the complete agreement between the parties. Any subsequent modifications of any of the terms, conditions, rights and warrants must be in writing.

THIS AGREEMENT IS MADE AND SIGNED IN DUPLICATE BY:

BROKER: _____

BY: _____

TITLE: _____

BY: _____

TITLE: _____

COMPANY: _____

BY: _____

TITLE: _____

NOTE: If Broker is doing business as an individual, broker must personally sign the foregoing Agreement in his or her individual capacity. If Broker is a partnership, the Agreement must be executed by the firm and by each partner thereof in his or her individual capacity. Attach additional pages of signatures if necessary. If Broker is a corporation, the Agreement must be executed by the President and the Secretary thereof under the seal of the corporation.



EXHIBIT A

Company shall pay Broker a commission rate of 10% of collected premium. Commissions will be paid by Company to Broker after premiums are paid by broker/client and collected by the Company.

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.

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

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

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

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

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

²However, 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. 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.) Also see *Special rules regarding partnerships* on page 1.

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

Privacy Act Notice

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

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.