



National Insurance Agency

Contracting and Appointment Checklist

- Agent status and commission advice form _____
- NIA General Agent's agreement _____
- Agent Commission Schedule _____
- W-9 _____
- Advancing Guidelines _____
- Agents e-mail verification form _____
- Copy of current licenses, resident & non-resident _____
- \$25.00 Processing fee _____
- State appointment fee's _____
- Lead Agreement Form _____
- Company appointment forms:
 1. Assurant _____
 2. GoldenRule/UnitedHealthOne _____
 3. IAC _____
 4. GTL _____
 5. American Amicable _____
 6. Others _____

**National Insurance Agency
AGENT STATUS AND COMMISSION ADVANCE FORM – NEW & CHANGE FORM
FILL OUT COMPLETELY**

DATE _____ AGENTS NAME _____
(last) (first) (middle)

SOCIAL SECURITY NUMBER _____

DATE OF BIRTH _____

HOME ADDRESS _____
(street) (city) (state) (zipcode)

BUSINESS ADDRESS _____
(street) (city) (state) (zipcode)

HOME PHONE _____ BUSINESS PHONE _____

FAX NUMBER _____ CELL PHONE _____

EMAIL ADDRESS _____

RESIDENT LICENSE STATE _____

COMMISSION LEVEL _____

IMMEDIATE MANAGER _____

HOW WOULD YOU LIKE TO BE PAID: (check one option)

- Issue Advance (once policy issues)
- 3 Month submit advance paid daily – ONLY with consistent weekly production
- As Earned

CHANGE REQUESTED: (circle) ADDRESS/PHONE MANAGEMENT COMMISSION LEVEL

Approved By: _____



National Insurance Agency

Home Office Use Only	
Agent ID	_____
Date	_____

Application for Appointment

Please type or print.

Legal Name (Last, First, Middle)		Preferred First Name	
Residence Address (Street, City, State, Zip Code)			
Date of Birth	Place of Birth	Social Security Number	
Business Mailing Address (P.O. Box, City, State, Zip Code)			
Business Street Address (Must have for shipping supplies - Street, City, State, Zip Code)			
Business Telephone Number ()	Residence Telephone Number ()	Fax Number ()	County
COMMISSIONS ARE TO BE PAID TO (Please check one):			
<input type="checkbox"/> Yourself (Social Security No.)		Tax I.D. No.* _____	
<input type="checkbox"/> Your Agency (Agency Name) _____			
*One agent per Tax I.D. No. all other agents assigning commissions to this agency and Tax I.D. No. must complete an Assignment of Commissions form. Also, if you are assigning commissions to your manager, please complete the Assignment of Commissions form instead of this form.			

E-mail Address: _____ Web Site Address*: _____
**Any web site or internet that references National Insurance Agency managed health insurance plans must be pre-approved in writing by National Insurance Agency.*

Are you licensed with the state insurance department in your resident state to solicit life and health insurance? Yes No
If yes, please enclose a photocopy of your license. License No. _____ Exp. Date _____

- Do you currently have a nonresident insurance license in any state(s)? Yes No If yes, list state(s) _____
- Do you have any indebtedness with any agency or company? Yes No
If yes, give name of agency or company _____
Amount and repayment agreement _____
- Have you ever filed for bankruptcy? Yes No If yes, explain _____
Have you ever been refused a bond? Yes No If yes, explain _____
Do you currently have a Federal Tax Lien? Yes No If yes, explain _____
- Have you been convicted of a felony in the last 10 years, or a misdemeanor, other than a non-DUI traffic offense, in the last five years?
 Yes No If yes, give details _____
- Have you ever had your insurance license suspended or revoked? Yes No If yes, explain _____
- A routine inquiry may be made during our initial or subsequent processing which will provide applicable information concerning your character, general reputation, personal characteristics and mode of living. By signing this agreement, you are granting permission to National Insurance Agency or its duly authorized representative to contact or release any information to any organization or individual who has knowledge of your past or present employment and financial status. I agree not to solicit business until I am licensed. I understand and agree that the insurance carrier(s) has no obligation to me for commissions, expenses or any compensation whatsoever in connection with services performed or the solicitation of applications for insurance, it being expressly understood that I am under direct contract with National Insurance Agency and that all commissions due on business produced by me, will be disbursed by National Insurance Agency. I attest to the truth and completeness of the foregoing statements and answers. I certify that I have read, understand and agree to be bound by the conditions identified above and in the Producer Agreement and supplements.

A photocopy of this Authorization shall be as valid as the original. Applicant Signature X _____ Date ___/___/___

7. In which state(s) do you wish to be appointed? _____ Check # _____ Amount _____
(Include required form, fee, if applicable, and copy of license for each state and carrier.)

8. For which product(s) do you wish to be contracted? _____

I hereby recommend approval of this appointment.		NIA Manager s Code No.	Date
_____ Signature of Manager (if applicable)	_____ Manager s Printed Name		

GENERAL AGENT CONTRACT

This Contract and the Commission Schedule (s) attached hereto and a part of hereof for all purposes referred to as this Contract, made on this _____ day of _____, 20____ by and between National Insurance Agency, Inc. ("NIA") of Dallas, Texas (hereinafter referred to as Company) and General Agent/Agent _____ (hereinafter referred to as "General Agent" or "Agent").

INDEPENDENT CONTRACTOR

It is expressly agreed that the relationship intended by this Contract between General Agent and Company shall be that of an Independent Contractor only, and that nothing contained herein shall be construed to create the relationship of employer and employee. This Contract or any benefit hereunder may not be assigned, transferred, or pledged by the General Agent.

MANNER OF CONDUCTING BUSINESS

Agent's clientele may be developed by him by any lawful means. He shall select his own hours and work days and is under no obligation to account to the Company for his time. Company will hold and/or will sponsor meetings, seminars, and/or webinars to train, educate, and acquaint the Agent with new products, sales techniques for the benefit of the Agent, and updates on changes to the products and to the Company's website. Attendance at meetings will be at the expense of the Agent. Agent shall be free to exercise his own judgment as to the time, routine, place, and method and manner by which he solicits insurance. Agent agrees to grant the Company the right of first refusal on all applications. Agent shall not solicit outside the jurisdiction for which he is licensed or contrary to the laws or insurance regulations of states where he operates. The Company may from time to time make available to the Agent supplies, leads, name lists, advertising matter, and other material designed to assist Agent in soliciting business. All such material and other policyholder information, whether past, current, or prospective, acquired by Agent shall remain the sole property of the Company, shall not be duplicated, and shall be returned to the Company within five (5) days after the termination of this Contract.

It is the policy of the Company and is mandatory that all Agents shall maintain a valid e-mail address on file with the Company and its associated companies and shall not unsubscribe from the Company's and its associated companies' databases and e-mail lists while the Agent remains with the Company and its associated companies and/or while Agent has an outstanding debit balance. In the event that Agent requests removal from the Company's and its associated companies' databases and/or e-mail lists, Agent will be subject to being placed on probation or terminated at the Company's option. All such requests must be in writing and signed by the Agent. Before the Company will remove the Agent from the Company's and its associated companies' databases and e-mail lists, the Company must receive the original signed request for removal from Agent and Agent's debit balance must be paid in full. The foregoing applies to *all* agents: General Agents, Managing Agents, and agents.

EXPENSES

Agent shall be responsible for all expenses incurred in the production of insurance for the Company. Agent shall at his own expense furnish his own means of transportation, office or place of business, advertisements, letters, letterhead, circulars, and any other relevant expenses incurred in the solicitation of insurance for the Company. Agent shall be responsible to Company for all losses or damages arising from business done by and entrusted to him and shall indemnify and hold the Company harmless from any and all expenses, costs, causes of action, losses, or damages resulting from fraudulent or unauthorized acts or omissions by Agent and any agent(s) under contract with the Company and assigned to Agent. Agent shall be responsible for any expenses created by Agency on Agent's behalf.

POWERS, DUTIES&RESPONSIBILITIES

During the continuance of this Contract the Agent has the authority to:

- A. Remit all applications for insurance to the Company for approval or rejection and to collect only the initial premium payments due on such applications.
- B. Procure through agent(s) or personally through the Company, applications for insurance written by the Company.
- C. When authorized by the Company and subject to Company approval, recruit, train, and supervise agents.
- D. Agent shall have the duty of properly representing Company and developing his territory with diligence and in an ethical manner, and the Agent agrees to conform to the rules, regulations, practices and minimum production requirements of Company.
- E. Agent shall be responsible to Company for all monies and securities received by him for Company and shall hold such in trust separate from all other funds and securities, and promptly remit same to Company.
- F. Company reserves the right at any time to terminate the contract of any agent(s) assigned to him and appointed by Company.
- G. Agent shall not insert or authorize the insertion of any advertising matter bearing the Company's name(s) in any publication, issue or distribute or authorize the issuance or distribution of any circular or paper on behalf of the Company, without first submitting said advertising matter in writing to Company and receiving prior written approval of Company.

COMMISSIONS

Company agrees to pay the Agent commissions on business written by Agent or any agents assigned to him by the Company on premiums actually received by and earned from the Insurance Carrier in accordance with the Commission Schedule(s) attached hereto. In the event Insurance Carrier shall, either during the continuance of this Contract or after its termination, refund premiums

under any policy to an Insured: Agent shall immediately repay to Company the amount of any commission paid to him or his agent(s) on the premium refunded. Commissions will be credited or paid only if paid by the Insurance Carrier.

No commissions shall be paid to Agent on rate ups unless otherwise agreed upon in writing.

A. All commissions shall be calculated only on premium actually received by the Insurance Company. Commissions will be calculated only on those premiums paid by or on behalf of the insured. No commissions shall be paid on interest, or on premium waived or commuted by reason of death, disability, or exercise of policy options.

B. Company may, at any time while this Contract is in force or after its termination, set off against any claims by Agent for commissions or other monies accruing to the account of the Agent under the terms of this Contract any debts, liabilities, or obligations of the Agent to the Company. If any Agent has agents assigned under the Agent, Agent is responsible for all indebtedness that any agent assigned to Agent owes to Company. At Company's sole discretion Agent's account will be credited with commissions from and debited for all charges against such agent's account. Agent further agrees that any indebtedness now or hereafter owing to the Company or its affiliate shall be secured by a first lien against the commission or any other monies payable to Agent under this Contract and any other contract Agent may have with the Company or its affiliates.

C. All amounts owed to Company or its affiliates by Agent shall become due and payable immediately upon notice to the Agent. At the sole discretion of the Company demand may not be made until that indebtedness exceeds any amounts of projected earned commissions for the next six (6) months, as determined solely by the Company.

D. The right to receive commission shall automatically terminate upon termination of this Contract except as provided herein. Payment of commissions upon termination of the Contract will be vested immediately, subject however, to the Company's right to set off asset for thin this Contract, the limitations and exceptions described below, and the provisions of the Loan Agreement section of this contract. The right to receive vested Commissions, if any, shall immediately cease or is modified without notice, if:

(1) This Contract is terminated for cause or for any violations of any of the provisions or agreements of the Contract.

(2) In any month following termination the amount of vested commission paid under this contract is less than \$50.00 or the number of in-force policies is less than 25.

(3) If a debit balance exists and is not repaid within 60 days following contract termination, the vesting provision is modified to: a) one calendar year or longer, NIA will credit your account commissions for a twelve-month period after termination for each calendar year your contract was in force; b) less than one calendar year, commissions will immediately terminate; however, notwithstanding your account will continue to be credited First Year commissions to the extent of your indebtedness. In the event your First Year Commissions do not satisfy your indebtedness, the remainder of your indebtedness is immediately due and payable without demand; or c) after three (3) full calendar years all commissions will be credited to your account for the premium payment life of the policy.

E. At the option of the Company, payment of commissions will be held in abeyance for 30 days after termination to determine the existence of any sums that are to be set off against commissions

F. This Contract terminates due to death or permanent disability of the Agent. Commissions will be credited for (5) years thereafter or as set out in D above, whichever is greater. Eligible commissions will be payable to the surviving spouse. If no surviving spouse, then such eligible commissions shall be paid to the Executors or Administrators of the Agent's Estate.

G. After termination Agent's account will be credited ninety-seven percent (97%) of the earned commissions. The remaining three percent (3%) will be paid to NIA as an administrative fee.

H. The Company reserves the right to alter, increase, decrease, modify, or withdraw the Commission Schedule and/or Loan Provisions of this Contract at any time.

I. A portion of all net commissions on each policy will be retained by the Company as Reserve. Funds retained as Reserve will not be released to Agent until the two (2) year contestability period on each policy has elapsed without any claims to contest the policy having been made.

LOAN AGREEMENT

Company may make periodic payments to Agent against future credited commissions on applications written and submitted to the Company by Agent or any agents assigned to Agent. Such payments shall be loans made in lieu of payment of credited commissions as provided in the Commission Schedule.

A. Such loan shall be a percentage of annualized insurance premium on production submitted on completed applications; the percentage loaned will be determined at the sole discretion of the Company.

B. Any loan proceeds shall be reduced by the amount of chargeback's to Agent's account from any source.

C. The unpaid principal balance shall bear interest at a rate of ten percent (10%) per annum.

INDEBTEDNESS OF GENERAL AGENT

Any indebtedness owed by the General Agent to the Company shall be paid upon notice to the General Agent. In addition to the provisions of paragraph "Department," all indebtedness of the General Agent to Company shall be secured by a first lien on any commissions or renewal commissions due or to become due to the General Agent. The Company may at any time offset against all commissions accrued or to be accrued to the General Agent, any debt due from the General Agent to the Company, whether now existing or hereafter arising. In the event any indebtedness is placed in the hands of a collection agency or attorney, or both, Company shall be entitled to recover, reasonable collection and attorney's fees. For the purposes of this paragraph, an "agent" shall be any agent of Company on whom General Agent receives an override commission, or who is assigned to General Agent and becomes a part of General Agent's hierarchy, irrespective of the number of levels of agents under General Agent. General Agent shall be fully liable for any indebtedness (sometimes referred to as an 'agent's debit balance') of each and every agent assigned to him or in his hierarchy, and does hereby guarantee payment of any and all indebtedness of such agents. Upon payment and discharge of said indebtedness in full, General Agent shall be subrogated to Company's rights against agent, and may proceed directly against the agent without the joinder of Company. General Agent hereby approves any advances or loans which Company makes to an agent, and Company shall not be obligated to obtain General Agent's approval of any specific loan or advance.

DEPARTMENT

Should the Agent at any time, either before or after termination of this Contract, wrong fully withhold any funds belonging to any applicant for insurance, a policyholder, or the Company; or should the Agent induce any policyholder to lapse, relinquish, or surrender a policy with the Company; or should Agent be in default under, or fail to comply with any provision, covenant, representation, or warranty contained in this Contract or any other Contract agreement with the Company or its affiliates, or in any document or instrument related thereto, between the Agent and the Company; or should the Agent fail to comply with any State insurance laws or regulations, or Federal laws or regulations under which he is licensed or is otherwise subject; then the Agent shall immediately forfeit his right to receive any commissions or any other compensation due or to become due, whether vested or otherwise, under this Contract or any other agreement with the Company.

ERRORS AND OMISSIONS

For the protection of Agent and the Company, Agent shall carry an Errors and Omissions liability policy of not less than \$1,000,000 per occurrence.

JURISDICTION, LAW, and VENUE

This Contract is subject to jurisdiction of the courts of the State of Texas and is to be interpreted in accordance with the laws of the State of Texas. Venue for any action, suit, or other proceeding, including non-contract disputes, shall be exclusively in Dallas County, Texas. Agent hereby agrees to the jurisdiction of the courts of Texas and waives any other venue.

ADDITIONAL PROVISIONS

This Contract is personal and not transferable. Any assignment, transfer, or sale of this Contract or any right to, or interest herein, without prior written consent of Company, shall not be valid or in any way binding upon Company. The use of the masculine gender shall include the feminine and neuter genders and the use of the singular shall include the plural where appropriate. This Contract takes effect on the date and year the contract is executed by an officer of the Company.

TERMINATION

This Contract may be terminated at the will of either party hereto, for any reason, with or without cause, at anytime upon actual notice, written or oral. This Contract will automatically terminate if Agent fails to submit new business in any 120 day period to NIA. Cancellations or loss of license shall automatically terminate this Contract. Agent agrees not to contract with insurance carriers represented by Company for one year after termination of this Contract. Company may obtain an injunction or temporary restraining order to enforce this provision.

IN WITNESS WHEREOF, this Contract has been signed by the parties hereto. Dated by Agent _____.

Signature of General Agent
Address: _____
Telephone & Fax: _____

National Insurance Agency, Inc.
By: _____
Its: _____
14800 Quorum Drive, Ste 500, Dallas, TX 75254
888-243-5026 (tel.); 214-342-8699 (fax)



National Insurance Agency

NIA Advance Guidelines

All requirements must be met for new business to be advanced.

Numbers of months advanced are determined by agents production volume, placement/taken rate, frequency of turn in and credit worthiness.

Agents eligible for advance on submit MUST maintain an average of 3 applications per week.

Agents with Vector debits or adverse credit will be reviewed on a case by case basis for advances.

Advanced are loans made on commissionable premium only.

1. The following conditions on any application will result in a commission advanced upon issue:

- Any applicant 55 years of age or older with no prior coverage
- Any applicant with 2 or more co-morbidity factors including tobacco usage, high blood pressure, elevated cholesterol and ratable build
- Any applicant 60 years of age or older
- Applications without complete doctor information for each applicant
- High blood pressure with high cholesterol
- Heart murmurs on medication or beta-blockers
- Applications that are held more than two weeks by agent from date signed
- Height/weight chart must be used in the “quote”
- Personal or controlled business (will be paid as earned)
- Uninsurable occupations or avocations
- Non-USA residents here on visa
- Multiple or severe impairments that would result in 2 or more exclusion waivers
- Rate-ups of over 25% that have not been collected at the sale
- If 25% surcharge is not collected for high blood pressure
- Allergies, asthma, ADD and depression will be reviewed on a case by case basis for advance
- Applications previously declined by another carrier

2. Agents must service their business with signed riders and follow-up, etc.

- Any agent who does not service their business or NIA receives complaints regarding customer service from the applicant will not continue to be advanced and will be subject to termination

3. Every application must be submitted with a completed Transmittal Form and a Quote Sheet

- The quote must match the benefits on the application and the check cannot be more than \$20 short

4. Every application must be completed “fully” to be considered for advance
 - Every question must be answered, including social security numbers, health questions, etc. If a health question is answered “yes” it must be fully explained with dates, treatments, names of medications, the degree of recovery and COMPLETE doctor’s information. EACH PERSON LISTED ON THE APPLICATION MUST HAVE A DOCTOR, ADDRESS, DATE AND REASON FOR THE LAST VISIT. APPLICATIONS WITH CAGUE OR INCOMPLETE INFORMATION WILL NOT BE ADVANCED ON SUBMIT
5. The primary insured and the spouse must sign every application
 - The primary insured must sign all accompanying forms and association applications (The spouse is only signing the application as the spouse; no other forms should be signed by the spouse) The insured and spouse cannot be signed by the same person
6. Any applications may or may not be advanced subject to underwriting guidelines
 - Applications with multiple medications, questionable health conditions or applications requiring medical records will be advanced upon issue. It is YOUR RESPONSIBILITY to read the underwriting guidelines. Guidelines can be found at www.nia.biz
7. No coverage will be offered to any applicant with any diagnostic testing or surgery pending
8. Methods of payment will be advanced as follows:
 - Monthly bank draft, per NIA contract and advance guidelines
 - Quarterly premiums will be advanced 3 months on issue
 - Semi annual premiums will be advanced 3 months on submit/3 months on issue
 - NO ADVANCES WILL BE GIVEN ON MONTHLY DIRECT BILL

Agent Acknowledgement:

Agent agrees the he/she has read the Producers Underwriting Guidelines & Watched all training material for each carrier on www.nia.biz

Any agent who appears to be omitting or not properly recording medical information will not be advanced and will be subject to termination

To be advanced on submit is a privilege given only to agents who service their business and write good business. Advances on submit are “at will” of NIA and may change or be modified at any time. NIA will pay a max of \$1500 net on one issued case. NIA pays a maximum of \$1500 for Platinum Producers and \$1200 for non-platinum.

(Agent’s Signature)

(Date)

Lead Agreement Form

This agreement, executed in duplicate originals, this the _____ day of _____ between National Insurance Agency (NIA), 14800 Quorum Dr Ste 500 of Dallas, Texas, hereinafter called the "Manager" and _____(your name) Address_____ of _____(city, state)_____ (zip), hereinafter called the "Agent", wherein it is mutually agreed as follows:

1. Supply Leads. Manager agrees to use their best efforts to supply Agent with leads for use by Agent in the solicitation of insurance policies in accordance with the Agent's contract with NIA.
2. Exclusive Use. Agent agrees to use the leads furnished to Agent exclusively in the solicitation of applications for insurance policies for NIA.
3. Responsibility for Leads. Agent agrees to accept the responsibility to account to Manager for all leads received.
4. Unauthorized Use of Leads. In the event that Agent does not use the leads exclusively for the intended use in Section Two (Exclusive Use) above or if the Agent does not properly account for the leads supplied to him according to Section Three (Responsibility for Leads) above. Agent hereby agrees to pay for those leads not used according to the aforementioned Sections immediately upon demand in cash.
5. Lien on account. Agent hereby grants Manager a lien on Agent's account with NIA. Said lien shall be subordinate to that of NIA and shall be only in an amount equal to any monies due Manager for leads not used according to Sections Two and Three (Exclusive Use) and (Responsibility for Leads) of this Agreement with interest here on at the rate of one percent (1.5%) per month on the balance due.
6. Authority to Charge Account. In the event the Agent does not remit to the Manager the monies due under This Agreement, Agent hereby agrees that the monies owned to the Manager will be debited to the Agent's account with NIA.
7. Lead Cost. Lead cost will be charged at NIA's cost. Any excess monies collected from the advanced Percentage rate allocated for the lead procurement will be applied to your Agent Account Statement. (Per Section 9 – Policy Form Advanced – on the Advance Commission Addendum) The lead debit and the advance debit must be satisfied before the agent receives any earned commission.
8. Hold Harmless. Agent agrees to hold NIA, its officers, directors and employees, harmless for all acts or omissions pertaining to the performance of the Agreement.

_____(Agent's signature)

_____(Agent's name – Print)

_____(Officer of NIA)_____ (Date)

*Agreeing to be individually Bound Hereby:

(This contract is effective only when signed by an officer of NIA at its office in Dallas, Texas.)



National Insurance Agency

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT
(ACH CREDITS)**

I (we) hereby authorize NIA NATIONAL INSURANCE AGENCY, INC, hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for credit entries in error to my (our) CHECKING___ SAVINGS___ (select one) account indicated below at the depository named below, hereafter called DEPOSITORY, to credit and/or debit the same to such account.

DEPOSITORY

BANK NAME _____

BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____

ACCOUNT NO. _____

This authority is to remain in full force and effect until (COMPANY) has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

Name(s) (please print) _____

Social Security # _____

Date _____

Signed X _____

NIA Manager/Officer Authorization _____

This form MUST be faxed back to Kathy @ 972-385-7565 or 214-342-8699 and must have a copy of a voided check to activate the EFT account. This process takes around 4-5 business days to start seeing commissions post into your account.



National Insurance Agency

**NIA Internal Processing Fee Form - \$25 One Time
(Fill out completely)
Fax back to 214-342-8699 or toll free to 877-558-3760**

Agents Name: _____

Telephone: _____

Email: _____

Fax Number: _____

Payment Method:

Credit Card:

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____

CVC Code (on back) _____

Checking/Savings Account:

Bank: _____

Routing Number: _____

Account Number: _____

Signature: _____

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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. 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.

Sign Here	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 28% 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.

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). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business 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” line.

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

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, 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 chart below 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 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See 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-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. 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 Identification Number (EIN) under Starting a Business. 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. 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 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 payees, see *Exempt Payee* 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.

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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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. You may also report misuse of the IRS name, logo, or other IRS personal 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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 disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
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), but the IRS encourages you to use your SSN.

⁴ 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. 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.