

Agent Licensing Paperwork Checklist

- I. Completed Licensing paperwork using available forms at USFLI.com should include:
- a. One (1) **Application for Agent Appointment**;
 - b. One (3) signed **Brokerage Agreement**;
 - c. One (1) Photocopy of the **agent's license**;
 - d. One (1) completed **W-9 request for Taxpayer Identification Number and Certification form**.
- II. Please verify that you have completed the following critical portions for the licensing paperwork correctly.
- a. Please complete the General Agent area, upper left corner of the application with the agency name.
 - b. Please indicate if new Applicant or Renewal in the upper right corner of application.
 - c. **Please verify that your name reads EXACTLY THE WAY IT APPEARS ON YOUR AGENT LICENSE AND LIFE APPLICATIONS.** (For example, if your name is John L. Doe II, then this name and **ONLY** this name should be written on **ALL** paperwork submitted into U.S. Financial Life Insurance.
 - d. Your resident county is listed.
 - e. The application is signed and dated.
 - f. The assignment form is signed, dated and witnessed, if applicable.
 - g. All copies of the Brokerage Agreement are signed and dated by Agent and General Agent.
- III. If you wish to **assign** your commissions, you must complete question #3 on the front and the entire back of the Application for Agent Appointment form. We will need a copy of a **license for the corporation** to which you are assigning your commissions. A corporate license must be submitted for all states, except the following AL, DE, FL, GA, IA, KS, LA, MO, MS, NE, NJ, NM, TN, TX (non-resident)WI, and WV.
In the states AL, MA, and WV-for non-residents-**an original notarized state form** must be completed, along with a letter of certification. In the state of GA, an original state form must be completed. Please ensure that we have the correct TAX ID, on W-9, Part I, Employee Identification Number for the corporation. If submitted incorrectly, it will be rejected by the IRS.

Once paperwork is completed, mail it to your General Agent – not directly to USFL. We will begin processing your paperwork at the Home Office upon receipt. We will send a letter to your General Agent indicating your USFL code number to be used on future policy application submissions. **After receiving your agent code number, please indicate the code number on page (8) of the life application, and on all paperwork submitted to U.S. Financial.**

Please take note: DE, WA and SD are pre-appointments states. Please submit all agent contracting and appointment requirements prior to, or with the submitted life application.

ABSOLUTE ASSIGNMENT OF COMMISSIONS

TO: _____ Tax ID: _____
(herein called the Assignee)

For valuable consideration, the undersigned, herein called the assignor, hereby assigns to the assignee all of the assignor's, right, title and interest in and to commissions now due or which hereafter may accrue on life insurance policies written by _____ with U.S. Financial Life Insurance Company that were written under the Agency Agreement between U.S. Financial Life Insurance Company (herein called the Company), and the assignor.

Choose one with your initials:

- Policies Issued After the Assignment Effective Date:
The Assignor hereby authorizes and empowers the Company to pay to the Assignee all such commissions now due or which hereafter may accrue to the credit of the assignor under said agency agreement; and such payment of commissions to the Assignee shall constitute payment of such commissions to the Assignor as if made directly to the Assignor. The Assignor understands commissions will be assigned on policies issued after the assignment effective date. The tax liability is the Assignee's responsibility.
- Existing Policies and Policies Issued After the Assignment Effective Date:
The Assignor hereby authorizes and empowers the Company to pay to the Assignee all such commissions including previously written policies, as well as those now due, or which hereafter may accrue to the credit of the assignor under said agency agreement; and such payment of commissions to the Assignee shall constitute payment of such commissions to the Assignor as if made directly to the Assignor. The Assignor understands commissions will be assigned after the assignment effective date.

Select one with your initials:

- Transfer the tax liability to the Assignee.
- Retain the tax liability with the Assignor.

This Assignment is subject to the written consent of the Company and subject to all of the rights of the Company with respect to such commissions in accordance with said agency agreement.

This Assignor hereby covenants and agrees that the assignor is the absolute and sole owner of said commissions, free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign same. The Assignor shall at all times defend, indemnify and save harmless the Company and its officers, agents and employees from any and all suits, actions, losses, damages, claims, expenses (including but not limited to the company's legal expenses) and liability of any character, type or description arising out of the execution or performance of this assignment.

Dated _____ Assignor _____

Dated _____ Witness _____

The Company acknowledges receipt of, and consents to the foregoing assignment, but assumes no responsibility for the validity or sufficiency hereof. This assignment is effective on the date signed by the Company.

Dated _____ By _____
(As Authorized by U.S. Financial Life Insurance Company)

RELEASE OF ABSOLUTE ASSIGNMENT OF COMMISSIONS

I hereby release the assignment of commissions as stated above.

Dated _____ By _____
Print name
Signature



A Member of THE MONY GROUP

BROKERAGE AGREEMENT

1. **Authority and Duties.** The broker is authorized to do the following: Solicit applications for the Company's policies; Deliver policies; Collect Temporary Insurance Agreement (TIA) and first premiums; Service the business. The Broker is **NOT AUTHORIZED** to do the following: Receive any money on behalf of the Company other than TIA and first premiums; Modify or waive any provision of any policy issued by us; Bind the Company to insure other than what is stated in the Company's temporary insurance agreement. The Broker's duties are: Keep proper records and accounts that are required by the Company; Promptly send the Company all money received on its behalf; Maintain insurance licenses required by law to perform the duties under this Agreement; Promptly send the company by certified mail any legal document served for actions brought against the Company; Abide by all rules and regulations of the Company.
2. **Compensation.** While this Agreement is in force the Company will pay the Broker First Year Commissions and Renewal Commissions on paid premiums the Company accepts for policies written by the Broker. The attached Commission Schedule shows the rates, rules and regulations of payment. It is understood that the Company may change these schedules by giving written notice of the changes, conversions, exchange premiums paid in advance. Other special cases will be governed by the Company's rules and regulations contained in the Company's published materials. Commissions will not be allowed on any lapsed policy which is reinstated, unless the application for reinstatement is secured solely through the efforts of the Broker while this Agreement is in effect.
3. **Assignment of Compensation.** The Broker will not assign, sell or pledge any compensation payable under this Agreement, except with the written consent of the Company. The Company assumes no responsibility as to the validity or effect of any assignment.
4. **Compensation after Termination.** If the Company terminates this Agreement because the Broker has violated any of the terms of this Agreement, or has committed, or attempted to commit any illegal, fraudulent, or dishonest acts, the Company will be under no obligation to continue paying any First Year or Renewal Commissions. In the event of the Broker's death, commissions which would have been payable to the Broker, will be paid to the Broker's executors, administrators and assignees. If Broker has been terminated and the total commissions payable to Broker over the preceding, or any subsequent, one year period totals less than \$50.00, then the Broker forfeits to USFL said commission payment and has no further right to receive the forfeited commission payments. In no event will any commissions totaling less than \$50.00 at the time commissions are payable to be paid to the Broker.
5. **Supplies.** All Company supplies will remain the property of the Company and be returned to the Company on demand.
6. **Audit.** All accounting records of the Broker pertaining to the business of the Company may be audited by the Company during the Broker's business hours and at a reasonable location.
7. **Expenses.** Neither the Company nor the General Agent will be responsible for any of the Broker's expenses.
8. **Advertising.** The Broker must not use the Company's name, the name of any Company products or use any copyrighted materials or Company Trademarks in any advertising or other written or electronic materials without the Company's express written consent.

9. **Return of Payments and Right to Offset Indebtedness.** Commissions or compensation must be returned to USFL upon any of the following occurrences:

- a. The policy lapses;
- b. USFL elects to cancel or rescind the policy at any time if there is a refund of any premium upon which you were paid commissions or other compensation; or
- c. USFL elects to or is required to, pursuant to the terms of the policy or for any other reasons, refund any premium upon which you were paid any type of commissions or other compensation.

At the option of the Company, the commission or compensation must be repaid by the Broker to the Company or the repayment may be deducted from any future payments USFL makes to you including, but not limited to, payment of first year commission, renewal commission, bonus, fee or expense reimbursement.

10. **Amendment.** Any amendments that the Company makes to this agreement must be in writing and sent to the Broker at the latter's last known address as shown in the Company's records.

11. **Waiver.** If the Company does not strictly enforce any term of this Agreement, the forbearance on the part of the Company shall not be construed as a waiver of any of the terms or conditions of this Agreement, shall not be considered as a waiver of the future performance of any terms not previously enforced and the Company shall be entitled to enforce all terms of the Agreement in the future.

12. **Indemnity, Defense and Loss Reimbursement.** The Broker shall at all times defend, indemnify and save harmless the Company and its officers and employees and agents of and from any and all suits, actions, losses, damages, administrative actions, claims, expenses (including but not limited to the Company's legal fees and expenses) and liability, of any character, type or description, arising out of or caused by any negligent act or omission of the Broker or of the Broker's agents or employees in an effort to execute or perform this Agreement. Without in any manner limiting the generality of the foregoing, it is understood that this indemnity includes but is not limited to the Broker's duty to obtain accurate medical information and other information set forth on the Company's applications for policies, to timely and fully report all such information to the Company, and to properly make final inquiry as directed by the Company of the applicant upon delivery of any policy issued by the Company. The duty to indemnify, defend and hold harmless provided hereby shall arise in all cases except when the Company's loss is caused by the sole negligence of the Company or of an independent third party, unmixed with any negligence or fault of the Broker or the Broker's agents and employees. Further, the Broker shall reimburse the Company for any and all losses, expenses and damages it may sustain that arise out of, in whole or in part, the acts or omissions of the Broker or the Broker's agents and employees in an effort to execute or perform the Agreement.

13. **Termination.** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other at the other's principal place of business. This Agreement terminates automatically if the Broker does not comply with the terms of the Agreement, if the Broker violates any policy or procedure of the Company, if the Broker dies, if the Broker loses the license required by law to sell the Company's products, commits fraud or violates any law or regulation governing the sale of the Company's products.

The provisions of this Agreement are governed by the laws of the State of Ohio. This Agreement supersedes all previous contracts and agreements among the parties, but will not affect the obligation of any party under any previously existing contract or agreement. By signing this Agreement, _____ (Please Print Broker's Name) accepts the appointment with the authority and duties stated in this agreement.

The agreement consists of the thirteen sections on this page and Commission Schedule printed on the back of this page.

Accepted By: _____
(Broker's Signature)

Approved By: _____
(General Agency Name)

Approved By: _____
U.S. Financial Life

By: _____
(General Agent Principal)

Date: _____

Date: _____



A Member of THE MONY GROUP

BROKERAGE AGREEMENT

1. **Authority and Duties.** The broker is authorized to do the following: Solicit applications for the Company's policies; Deliver policies; Collect Temporary Insurance Agreement (TIA) and first premiums; Service the business. The Broker is **NOT AUTHORIZED** to do the following: Receive any money on behalf of the Company other than TIA and first premiums; Modify or waive any provision of any policy issued by us; Bind the Company to insure other than what is stated in the Company's temporary insurance agreement. The Broker's duties are: Keep proper records and accounts that are required by the Company; Promptly send the Company all money received on its behalf; Maintain insurance licenses required by law to perform the duties under this Agreement; Promptly send the company by certified mail any legal document served for actions brought against the Company; Abide by all rules and regulations of the Company.
2. **Compensation.** While this Agreement is in force the Company will pay the Broker First Year Commissions and Renewal Commissions on paid premiums the Company accepts for policies written by the Broker. The attached Commission Schedule shows the rates, rules and regulations of payment. It is understood that the Company may change these schedules by giving written notice of the changes, conversions, exchange premiums paid in advance. Other special cases will be governed by the Company's rules and regulations contained in the Company's published materials. Commissions will not be allowed on any lapsed policy which is reinstated, unless the application for reinstatement is secured solely through the efforts of the Broker while this Agreement is in effect.
3. **Assignment of Compensation.** The Broker will not assign, sell or pledge any compensation payable under this Agreement, except with the written consent of the Company. The Company assumes no responsibility as to the validity or effect of any assignment.
4. **Compensation after Termination.** If the Company terminates this Agreement because the Broker has violated any of the terms of this Agreement, or has committed, or attempted to commit any illegal, fraudulent, or dishonest acts, the Company will be under no obligation to continue paying any First Year or Renewal Commissions. In the event of the Broker's death, commissions which would have been payable to the Broker, will be paid to the Broker's executors, administrators and assignees. If Broker has been terminated and the total commissions payable to Broker over the preceding, or any subsequent, one year period totals less than \$50.00, then the Broker forfeits to USFL said commission payment and has no further right to receive the forfeited commission payments. In no event will any commissions totaling less than \$50.00 at the time commissions are payable to be paid to the Broker.
5. **Supplies.** All Company supplies will remain the property of the Company and be returned to the Company on demand.
6. **Audit.** All accounting records of the Broker pertaining to the business of the Company may be audited by the Company during the Broker's business hours and at a reasonable location.
7. **Expenses.** Neither the Company nor the General Agent will be responsible for any of the Broker's expenses.
8. **Advertising.** The Broker must not use the Company's name, the name of any Company products or use any copyrighted materials or Company Trademarks in any advertising or other written or electronic materials without the Company's express written consent.

9. **Return of Payments and Right to Offset Indebtedness.** Commissions or compensation must be returned to USFL upon any of the following occurrences:
 - a. The policy lapses;
 - b. USFL elects to cancel or rescind the policy at any time if there is a refund of any premium upon which you were paid commissions or other compensation; or
 - c. USFL elects to or is required to, pursuant to the terms of the policy or for any other reasons, refund any premium upon which you were paid any type of commissions or other compensation.

At the option of the Company, the commission or compensation must be repaid by the Broker to the Company or the repayment may be deducted from any future payments USFL makes to you including, but not limited to, payment of first year commission, renewal commission, bonus, fee or expense reimbursement.

10. **Amendment.** Any amendments that the Company makes to this agreement must be in writing and sent to the Broker at the latter's last known address as shown in the Company's records.
11. **Waiver.** If the Company does not strictly enforce any term of this Agreement, the forbearance on the part of the Company shall not be construed as a waiver of any of the terms or conditions of this Agreement, shall not be considered as a waiver of the future performance of any terms not previously enforced and the Company shall be entitled to enforce all terms of the Agreement in the future.

12. **Indemnity, Defense and Loss Reimbursement.** The Broker shall at all times defend, indemnify and save harmless the Company and its officers and employees and agents of and from any and all suits, actions, losses, damages, administrative actions, claims, expenses (including but not limited to the Company's legal fees and expenses) and liability, of any character, type or description, arising out of or caused by any negligent act or omission of the Broker or of the Broker's agents or employees in an effort to execute or perform this Agreement. Without in any manner limiting the generality of the foregoing, it is understood that this indemnity includes but is not limited to the Broker's duty to obtain accurate medical information and other information set forth on the Company's applications for policies, to timely and fully report all such information to the Company, and to properly make final inquiry as directed by the Company of the applicant upon delivery of any policy issued by the Company. The duty to indemnify, defend and hold harmless provided hereby shall arise in all cases except when the Company's loss is caused by the sole negligence of the Company or of an independent third party, unmixed with any negligence or fault of the Broker or the Broker's agents and employees. Further, the Broker shall reimburse the Company for any and all losses, expenses and damages it may sustain that arise out of, in whole or in part, the acts or omissions of the Broker or the Broker's agents and employees in an effort to execute or perform the Agreement.

13. **Termination.** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other at the other's principal place of business. This Agreement terminates automatically if the Broker does not comply with the terms of the Agreement, if the Broker violates any policy or procedure of the Company, if the Broker dies, if the Broker loses the license required by law to sell the Company's products, commits fraud or violates any law or regulation governing the sale of the Company's products.

The provisions of this Agreement are governed by the laws of the State of Ohio. This Agreement supersedes all previous contracts and agreements among the parties, but will not affect the obligation of any party under any previously existing contract or agreement. By signing this Agreement, _____ (Please Print Broker's Name) accepts the appointment with the authority and duties stated in this agreement.

The agreement consists of the thirteen sections on this page and Commission Schedule printed on the back of this page.

Accepted By: _____ (Broker's Signature) Approved By: _____ (General Agency Name)

Approved By: _____ U.S. Financial Life By: _____ (General Agent Principal)

Date: _____ Date: _____

BROKERAGE AGREEMENT

1. **Authority and Duties.** The broker is authorized to do the following: Solicit applications for the Company's policies; Deliver policies; Collect Temporary Insurance Agreement (TIA) and first premiums; Service the business. The Broker is **NOT AUTHORIZED** to do the following: Receive any money on behalf of the Company other than TIA and first premiums; Modify or waive any provision of any policy issued by us; Bind the Company to insure other than what is stated in the Company's temporary insurance agreement. The Broker's duties are: Keep proper records and accounts that are required by the Company; Promptly send the Company all money received on its behalf; Maintain insurance licenses required by law to perform the duties under this Agreement; Promptly send the company by certified mail any legal document served for actions brought against the Company; Abide by all rules and regulations of the Company.
2. **Compensation.** While this Agreement is in force the Company will pay the Broker First Year Commissions and Renewal Commissions on paid premiums the Company accepts for policies written by the Broker. The attached Commission Schedule shows the rates, rules and regulations of payment. It is understood that the Company may change these schedules by giving written notice of the changes, conversions, exchange premiums paid in advance. Other special cases will be governed by the Company's rules and regulations contained in the Company's published materials. Commissions will not be allowed on any lapsed policy which is reinstated, unless the application for reinstatement is secured solely through the efforts of the Broker while this Agreement is in effect.
3. **Assignment of Compensation.** The Broker will not assign, sell or pledge any compensation payable under this Agreement, except with the written consent of the Company. The Company assumes no responsibility as to the validity or effect of any assignment.
4. **Compensation after Termination.** If the Company terminates this Agreement because the Broker has violated any of the terms of this Agreement, or has committed, or attempted to commit any illegal, fraudulent, or dishonest acts, the Company will be under no obligation to continue paying any First Year or Renewal Commissions. In the event of the Broker's death, commissions which would have been payable to the Broker, will be paid to the Broker's executors, administrators and assignees. If Broker has been terminated and the total commissions payable to Broker over the preceding, or any subsequent, one year period totals less than \$50.00, then the Broker forfeits to USFL said commission payment and has no further right to receive the forfeited commission payments. In no event will any commissions totaling less than \$50.00 at the time commissions are payable to be paid to the Broker.
5. **Supplies.** All Company supplies will remain the property of the Company and be returned to the Company on demand.
6. **Audit.** All accounting records of the Broker pertaining to the business of the Company may be audited by the Company during the Broker's business hours and at a reasonable location.
7. **Expenses.** Neither the Company nor the General Agent will be responsible for any of the Broker's expenses.
8. **Advertising.** The Broker must not use the Company's name, the name of any Company products or use any copyrighted materials or Company Trademarks in any advertising or other written or electronic materials without the Company's express written consent.

9. **Return of Payments and Right to Offset Indebtedness.** Commissions or compensation must be returned to USFL upon any of the following occurrences:
 - a. The policy lapses;
 - b. USFL elects to cancel or rescind the policy at any time if there is a refund of any premium upon which you were paid commissions or other compensation; or
 - c. USFL elects to or is required to, pursuant to the terms of the policy or for any other reasons, refund any premium upon which you were paid any type of commissions or other compensation.

At the option of the Company, the commission or compensation must be repaid by the Broker to the Company or the repayment may be deducted from any future payments USFL makes to you including, but not limited to, payment of first year commission, renewal commission, bonus, fee or expense reimbursement.

10. **Amendment.** Any amendments that the Company makes to this agreement must be in writing and sent to the Broker at the latter's last known address as shown in the Company's records.

11. **Waiver.** If the Company does not strictly enforce any term of this Agreement, the forbearance on the part of the Company shall not be construed as a waiver of any of the terms or conditions of this Agreement, shall not be considered as a waiver of the future performance of any terms not previously enforced and the Company shall be entitled to enforce all terms of the Agreement in the future.

12. **Indemnity, Defense and Loss Reimbursement.** The Broker shall at all times defend, indemnify and save harmless the Company and its officers and employees and agents of and from any and all suits, actions, losses, damages, administrative actions, claims, expenses (including but not limited to the Company's legal fees and expenses) and liability, of any character, type or description, arising out of or caused by any negligent act or omission of the Broker or of the Broker's agents or employees in an effort to execute or perform this Agreement. Without in any manner limiting the generality of the foregoing, it is understood that this indemnity includes but is not limited to the Broker's duty to obtain accurate medical information and other information set forth on the Company's applications for policies, to timely and fully report all such information to the Company, and to properly make final inquiry as directed by the Company of the applicant upon delivery of any policy issued by the Company. The duty to indemnify, defend and hold harmless provided hereby shall arise in all cases except when the Company's loss is caused by the sole negligence of the Company or of an independent third party, unmixed with any negligence or fault of the Broker or the Broker's agents and employees. Further, the Broker shall reimburse the Company for any and all losses, expenses and damages it may sustain that arise out of, in whole or in part, the acts or omissions of the Broker or the Broker's agents and employees in an effort to execute or perform the Agreement.

13. **Termination.** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other at the other's principal place of business. This Agreement terminates automatically if the Broker does not comply with the terms of the Agreement, if the Broker violates any policy or procedure of the Company, if the Broker dies, if the Broker loses the license required by law to sell the Company's products, commits fraud or violates any law or regulation governing the sale of the Company's products.

The provisions of this Agreement are governed by the laws of the State of Ohio. This Agreement supersedes all previous contracts and agreements among the parties, but will not affect the obligation of any party under any previously existing contract or agreement. By signing this Agreement, _____ (Please Print Broker's Name) accepts the appointment with the authority and duties stated in this agreement.

The agreement consists of the thirteen sections on this page and Commission Schedule printed on the back of this page.

Accepted By: _____
(Broker's Signature)

Approved By: _____
(General Agency Name)

Approved By: _____
U.S. Financial Life

By: _____
(General Agent Principal)

Date: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number								

or

Employer identification number								

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- 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**
- 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**
- 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 2.)

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 get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

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

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

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.

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 an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page 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. Get **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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you 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.

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

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

Part III—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, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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 state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give 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 MSA. 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.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% 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.

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	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	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, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

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.

