



Star Casualty Insurance Company

To: Prospective Agents

From: Marketing Department

Thank you for your interest in Star Casualty. We look forward to the opportunity to partner with your agency. For an agency appointment, please provide us with the following.

- **A completed agency appointment application.**
- **A copy of Agent licenses for the agency owner and primary agent.**
- **A copy of your Agency License.**
- **A copy of your E&O, we require a minimum of \$1 Million of coverage.**
- **Loss ratio report from two carriers for the past 3 years.**
- **Copy of voided checks for agency accounts.**
- **A completed W-9 Form**

All the above information can be faxed to (786) 347-5547 or e-mailed to marketing@starcasualty.com. Once we receive your application, a marketing specialist in your area will contact you to schedule an appointment.

If you need any assistance, please do not hesitate to contact us. We can be reached toll-free at (877) 782-7210 or you may e-mail us at marketing@starcasualty.com.

Again, thank you for inquiring about Star Casualty. We look forward to partnering with you soon!

Sincerely,

**Rakesh Mishra
Senior Vice President**



Application for Agency Appointment

Star Casualty Insurance Company

5539 S.W. 8th Street
Miami, Florida 33134

Tel: (877)-782-7210

Fax: (786) 347-5547

**STAR CASUALTY INSURANCE COMPANY
PRELIMINARY QUESTIONNAIRE**

Agency Name: _____

D/B/A (If Applicable): _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Telephone No: _____

Fax No: _____

E-Mail Address: _____

Type of Organization: Individual Partnership Corporation

Tax ID Number: _____ Date business established: _____

How many locations does the agency have? _____

If Individual, give social security number: _____

(If more than one, complete supplemental application for each location).

Errors and Omissions

Name of Company: _____

Policy Number: _____

Limits: _____

Deductible: _____

Effective Date: _____

Term: _____

LIST TWO PARTNERS, OFFICERS, OWNERS, MANAGERS AND LICENSED AGENTS:

Name: _____

Title: _____

Home Address: _____

Home Tel: _____

City: _____

State: _____

Zip Code: _____

S.S. No: _____

DOB: _____

Place of Birth: _____

Name:	Title:	
Home Address:	Home Tel:	
City:	State:	Zip Code:
S.S. No:	DOB:	Place of Birth:

GENERAL QUESTIONS

Have there been any lawsuits or judgments against your agents or your agency during the last 5 years?

yes no If yes, please provide an explanation.

Has the license of anyone in the firm ever been suspended or revoked by the State Department of Insurance? yes no If yes, please provide an explanation.

Has the agency ever had an E & O claim? yes no

Are the agency principals licensed agents? yes no

Is there a licensed agent on the premises at all times during business hours? yes no

How is the majority of the business generated?

Walk-ins Agency renewals Referrals others

List the top three carriers for your agency, by production.

Name of Company	Marketing Representative	Years Representing Co.	Annual Volume
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Premium Breakdown (by percentage)

Private Passenger Auto		
Commercial Auto		
Commercial Packages		
Homeowners		
Other		
Total	100%	100%

Auto Premium breakdown (by percentage)

PIP/PD		
PIP/PD/COMP/COLL		
Full Liability		
Liability/COMP/COLL		

Bank Reference

Name: _____ Account Number: _____

Address: _____ Phone Number: _____

Other Business References

Name of Company	Person to contact	Phone number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PUBLIC LAW 91-509 REQUIRES THAT WE ADVISE YOU THAT A ROUTINE INQUIRY MAY BE MADE IN CONNECTION WITH THIS QUESTIONNAIRE. THE INQUIRY WILL PROVIDE APPLICABLE INFORMATION CONCERNING CHARACTERISTICS AND MODE OF LIVING. UPON WRITTEN REQUEST, ADDITIONAL INFORMATION AS TO THE NATURE AND SCOPE OF THE REPORT, IF ONE IS MADE, WILL BE PROVIDED.

SIGNATURE

TITLE

DATE

Company will require a certificate of Insurance from your current E&O policy holder.

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This Agreement is made this _____ day of _____, 20____ (“Effective Date”) by and between _____ with an address for purpose hereof at _____ hereinafter referred to as “Agent” and Star Casualty Insurance Company, with an address for purpose hereof at 5539 S.W. 8 Street, Miami, FL, 33134, hereinafter referred to as “Star Casualty”.

In consideration of the mutual covenants, promises and considerations herein set forth, that Star Casualty and the Agent agree as follows:

Article I. Authority

- A.** Agent has the authority to solicit, provide quotes, receive applications, bind coverage, and collect, receive, and receipt for premiums for insurance products specified in our Underwriting Guidelines, in the state(s) of: _____, subject to and in accordance with this Agreement and the Underwriting Guidelines.
- B.** Agent has no authority to, and Agent will not, bind us on insurance coverage:
 - 1. based on information that Agent knows or have reason to know is false or inaccurate;
 - 2. with an effective date prior to the date that you receive an acceptable down payment, as specified in the Underwriting Guidelines, and a request for such coverage;
 - 3. on any class of risk or type on insurance not specified in the Underwriting Guidelines.
- C.** Without our prior written consent Agent has no authority to, and Agent will not:
 - 1. adjust any claims;
 - 2. grant binding authority to, or accept business subject to this Agreement from, other agencies or brokers, or any agents, solicitors, or subagents who are not your employees;
 - 3. issue financial responsibility filings, certificates of insurance, filings with any state or municipal agency, policies, endorsements, renewal notices, or cancellation notices;
 - 4. give or disclose information contained in our Underwriting Guidelines or applications to any third party; or
 - 5. use our name in any advertisement or promotional material.
- D.** Star Casualty has the authority to:
 - 1. expand, restrict, or modify, in writing, any part or all of the Agent authority to represent us hereunder;
 - 2. change our Underwriting Guidelines upon written notice to you, specifying the effective date of any such changes;
 - 3. contact or use any third party to contact any person insured by Star Casualty, or who has applied to be insured by Star Casualty to:
 - a) provide customer service to the person;

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- b) request, receive, or verify any information related to the person;
 - c) notify the person of, and collect premium due on, any Policy or Renewal;
 - d) change the terms of any Policy or Renewal; and
4. access and use information regarding Policies and Renewals, including Expiration Information, only for the purpose set forth in Subsection I(D)(3), market research, product development, regulatory compliance, or determining compliance with the provisions of this Agreement.
- E. Without the Agent prior written consent, Star Casualty has no authority to, and will not:
1. use any Expiration Information for the purpose of soliciting any Policy, Renewal, or other insurance product, except in accordance with Subsection V(A)(5) and Section V(C); or
 2. disclose Expiration Information to a third party. Except as necessary for the purposes set forth in Subsection I (D) (3). If we disclose Expiration Information to a third party pursuant to Subsection I (D) (3), we will take reasonable steps to ensure confidential treatment of the Expiration Information by the third party.
- F. Our authority under Section II (D), as limited by Section II(E), will survive the expiration or termination of this Agreement.

Article II. Duties

- A. Agent will:
1. forward all application and premiums to us in any reasonable manner that we may specify, which may include, without limitation, electronic transmission;
 2. reasonably ensure that all applications are complete and contain accurate information;
 3. present to all applicant all promotional and instructional material, and any other information that we may direct to you to present to the applicant including, without limitation, information regarding preferred repair facilities, direct claims reporting and response, safety, insurance economics, and financial stability;
 4. comply with all applicable laws relating to the sale of insurance coverage's pursuant to this Agreement, including, without limitation, agent, broker, solicitor licensing laws;
 5. pay for all of your operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes;
 6. maintain an agent's errors and omissions policy of insurance with a minimum limits of liability of One Million Dollars (\$1,000,000) covering you and each of your employees;
 7. comply with our Underwriting Guidelines, as these may be changed by us;
 8. instruct each insured to immediately report all losses directly to us, and immediately refer to us any inquiry or report concerning any claim or loss that you may receive;
 9. electronic transmission is specified pursuant to Subsection II(A)(1), retain in an orderly fashion, and for the period specified in the Underwriting Guidelines, all original signed application, and exclusions and rejections of optional coverage under any Policy or Renewal, and not discard or destroy any such documents without our prior written consent. Notwithstanding the forgoing, after any such document has been retained by you for a period of three (3) years, you may send it, or an accurate copy thereof, to us, and upon expiration or

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termination of this Agreement, you will send us all such documents, or accurate copies thereof;

10. grant access to any of your facilities for the purpose of inspecting such documents and records, and provide reasonable assistance in performing any such inspection;
11. provide us any information in your possession or control that we may request in exercising our authority under this Agreement, including without limitation, a copy of all or any part of any file concerning any person insured under, or who has applied for a Policy or Renewal;
12. refund unearned commissions to the insured who paid the premium resulting in such commission, or to us if we bill you, at the same rate that such commission were paid to you.

B. Star Casualty will:

1. issue all policies, endorsements, renewal notices, cancellation notices, certificates, fillings, and other required documentation of coverage;
2. adjust or arrange for the adjustment of all claims;
3. promptly inform you of any material changes to any Policy or Renewal;
4. fulfill our obligations under our Underwriting Guidelines, Policies, and Renewals;
5. pay you commissions as provided in this Agreement; and
6. provide to you the Underwriting Guidelines, and notify you of any material changes to the Underwriting Guidelines.

Article III. Commissions

- A.** We will pay you commissions on Policies and Renewals based on our applicable commission schedules in effect as of the inception date of each such Policy or Renewal, provided that:
1. you are the agent of record at the inception of the Policy or Renewal.
 2. you are properly licensed;
 3. you have paid all amounts that are due and owing to us.
- B.** We may change our commission schedules at any time upon prior written notice to you.

Article IV. Termination of Agreement

- A.** This Agreement shall terminate:
1. automatically, if any authority cancels or declines to renew the Agent's license or Certificate of Authority;
 2. automatically, on the effective date of sale, transfer or merge of the Agent's business, or upon the effective date of any assignment of the Agent's rights and obligations under this Agreement, unless prior to such date Star Casualty had consented to such transfer or assignment, in writing;
 3. upon either party giving at least (10) days advance written notice to the other;

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4. immediately upon either party given written notice to the other in the event of abandonment, fraud, insolvency or gross and willful misconduct on the part of such other party.
 5. if we provide you notice of our intent to terminate pursuant to this Section due to your failure to pay all amounts due and owing to us, then we will set forth the total amount due and owing in our notice.
- B. Rights After Termination:**
1. All authority given to you by this Agreement ends;
 2. We may notify policyholders of the expiration or termination of this Agreement;
 3. You will promptly return all of our manuals, forms, records, material, applications, rate guides, Underwriting Guidelines and any other property that we have furnished to you;
 4. All in-force Policies and Renewals will continue to normal expiration, subject to their terms;
 5. Unless otherwise notified by you in writing, we may, in our discretion, offer to renew Policies and Renewals written hereunder. When required by applicable law, we will offer to renew such Policies and Renewals. If we make such offer to renew, we will continue to designate you as the producer, and we will pay you commissions on each resulting Renewal, subject to and in accordance with Article III, provided that this Agreement has not been terminated by us pursuant to Section IV(5).
- C.** Notwithstanding the forgoing, unless otherwise notified by us in writing, you will continue to have binding authority with respect to endorsements to Policies and Renewals outstanding after expiration or termination of this Agreement, and you may retain those materials of ours that are necessary to exercise this authority.
- D.** If this Agreement is terminated by us pursuant to Section IV (5) due to failure to pay all amounts due and owing to us, then we will own all rights in Expiration Information.

Article V. Fiduciary Responsibility

- A.** All funds received by you as premiums for insurance written under this Agreement will be held by you in a fiduciary capacity, in trust, for our benefit. If mutually agreed, you will deposit such funds into a bank account for electronic transfer to us. If you fail to remit or make these funds available to us in a timely fashion, we will have first lien on such funds. After the expiration or termination of this Agreement, you will continue to hold these funds in a fiduciary capacity, in trust, for our benefit until you remit or make these funds available to us.
- B.** Notwithstanding anything in this Agreement to the contrary, we may set off any amounts due and owing to you against any amount due and owing by you to us.
- C.** This Article will survive the expiration or termination of this Agreement.

Article VI. Indemnification

- A.** You will indemnify and hold us harmless for and from all Losses that we sustain due to your negligence, any unauthorized representation, acts errors, or omissions on your part, or your failure to comply with the provisions of this Agreement, including, without limitation, your failure to perform your duties set forth in Article II, or failure to comply with restrictions on your binding

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authority as set forth in our Underwriting Guidelines, provided that you are legally liable to us for such Losses.

- B. This Article will survive the expiration of this Agreement.

Article VII. Miscellaneous

- A. This Agreement will be governed by and interpreted under the laws of the state set forth in Section I (A). Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it in compliance with that law.
- B. This Agreement contains the entire understanding between the parties and supersedes all previous agreements between the parties, oral or written, with respect to any insurance product that you are authorized to solicit under this Agreement. This Agreement will not effect, alter, or impair any agreement between the parties with respect to any other insurance product(s).
- C. This Agreement may not be altered or modified except in writing and signed by both parties.
- D. The captions contained in this Agreement are for organizational purposes only and not constitute a part of this Agreement.
- E. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies available to the parties at law or in equity.

IN WITNESS WHEREOF, Star Casualty Insurance Company and the Agent have executed this Agreement on the date and year first above written.

Star Casualty Insurance Company

WITNESS: _____

BY: _____

Star Casualty Insurance Company

WITNESS: _____

BY: _____

Agent of Record

WITNESS: _____

BY: _____

Owner

Automatic Debit Authorization Form

I authorize STAR CASUALTY INSURANCE COMPANY, VALUE UNDERWRITERS and their affiliates, successors and assigns to initiate electronic debit entries to my checking or savings account as indicated below and I authorize the financial institution _____ (BANK) named below to debit these entries from my account. This authority shall remain in effect until STAR CASUALTY INSURANCE COMPANY, VALUE UNDERWRITERS and the BANK have received notification from me of its termination in such time and in such manner as to afford STAR CASUALTY INSURANCE COMPANY, VALUE UNDERWRITERS and the BANK reasonable opportunity to act on it, or until premium has been paid in full, or until STAR CASUALTY INSURANCE COMPANY, VALUE UNDERWRITERS or the BANK have sent to me ten (10) days written notice of STAR CASUALTY INSURANCE COMPANY, VALUE UNDERWRITERS and the BANK termination. If I choose to terminate this authorization to debit my account, I will notify the BANK in accordance with my agreement with the BANK. I understand that STAR CASUALTY INSURANCE COMPANY and VALUE UNDERWRITERS will notify me of all my debits to my account.

Bank Information

Agent's Social Security Number

Federal Employer Identification Number

For PREMIUM

Bank Routing Number or ABA Number

Bank Account Number

For COMMISSIONS

Bank Routing Number or ABA Number

Bank Account Number

For MVR's

Bank Routing Number or ABA Number

Bank Account Number

Account Holder Signature(s)

Print Name

A (VOID) copy of a "check" (not deposit slip) must be submitted with this registration.

SEND TO MARKETING VIA FAX TO (786) 347-5547

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.