

**To become a Producer with ASB – just follow these easy steps!**

Please complete and send us the following documents included in this PDF:

- Confidential Producer Profile
- Independent Contractor Agreement
- Direct Deposit Authorization Agreement
- W-9

In addition, please send the following:

- Copy of your current Insurance License(s)
- Copy of your current E&O Declarations Page

Email or Fax all the above documents to:

Email: [renee@asbagent.com](mailto:renee@asbagent.com) or Fax: 707-773-3964

*When receive all of your documents, we will email you confirmation along with your login to access online quoting and agent tools. All new business needs to be approved by our office prior to requesting binding.*

## Confidential Producer Profile

Agency Name:

Mailing Address:

Physical Location:  
(if different than mailing)

Principal Name:

Title:

Email:

Principal Name:

Title:

Email:

Agency Tax ID#

Total Written Premium of Agency:

Percentage of Agency Personal Lines:

Percentage of Agency Commercial Lines:

Please list any carriers you have a direct appointment with:

Top 3 Carriers for Personal Lines & Size of Book:

- 1.
- 2.
- 3.

Top 3 Carriers for Commercial Lines & Size of Book:

- 1.
- 2.
- 3.

Which states are you licensed to do business in?

What Agency Management System does your agency currently use?

Where do we send New Business, Renewals, Endorsements, NOCs?

(You may list one contact for Commercial Lines and one for Personal Lines)

Contact Name & Email Address:

Choose line of business:

Personal      Commercial

Contact Name & Email Address:

Personal      Commercial

Where would you like us to send updates on carrier underwriting guidelines,  
new carriers we have, special changes to be aware of, etc.?

(You may list as many contacts as you would like. Make sure to indicate which line of business)

Contact Name & Email Address:

Choose line of business:

Personal      Commercial

Contact Name & Email Address:

Personal      Commercial

Contact Name & Email Address:

Personal      Commercial

Contact Name & Email Address:

Personal      Commercial

Contact Name & Email Address:

Personal      Commercial

Signature:

Date:

Print Name:

Title:

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN UNIQUE INSURANCE SERVICE, INC.  
(DOING BUSINESS AS AGENCY SERVICE  
BUREAU) AND \_\_\_\_\_**

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This INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”), is executed this day of \_\_\_\_\_ 20 \_\_, by and between Unique Insurance Service, Inc., a California Corporation, doing business as Agency Service Bureau, herein called “Manager” and \_\_\_\_\_, herein called “Member”. Manager and Member may be referred to hereinafter individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Manager is a corporation duly organized under the laws of the State of California to engage in the general business of insurance and all activities related thereto;

WHEREAS, Manager has a working relationship with various insurance carriers (each, a “Carrier” and collectively, the “Carriers”), and has the ability to place insurance coverage with such Carriers conditioned upon the insured or proposed insured meeting the criteria of such Carriers; and

WHEREAS, Member is engaged in the business of selling insurance, and desires to use the resources and facilities of Manager in order to place insurance on behalf of Member’s clients with Carriers represented by Manager on a non- exclusive basis;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Manager as Broker. Member may, at Member’s discretion, present to Manager any application for insurance coverage or any application for renewal of existing insurance coverage. Manager shall act in the capacity of an insurance broker with regard to any such application presented to Manager by Member or any employee or duly authorized representative of Member.

2. Member as Independent Contractor; Non-Exclusive Relationship. Member acknowledges and agrees that he/she/it is not an employee, agent or authorized representative of Manager or of any Carrier with which Manager has a relationship or through which Manager obtains insurance coverage for the benefit of Member’s clients. The relationship between the Parties pursuant to this Agreement shall be non-exclusive. Member shall be free to utilize the services of other brokers at Member’s discretion, and Manager may enter into similar agreements with an unlimited number of other individuals or entities, which perform functions identical to or similar to those performed by Member. Nothing in this Agreement is intended to grant Manager any right in or to Member’s Book of Business.

3. Term. This Agreement shall continue, until such time as the Agreement is terminated in accordance with Section 11 hereof (the "Term").

4. License. Member represents and warrants to Manager that Member is licensed as an insurance broker-agent in California, and shall maintain such license in good standing with the California Department of Insurance throughout the Term of this Agreement.

5. Choice of Carrier. Upon receipt of an application for insurance coverage by Manager from Member, Manager shall select the Carrier to whom the application shall be presented. Member shall have the right to reject any policy proposed to be issued by the Carrier selected by Manager.

6. Commission. Manager and Member shall divide commissions paid as a result of insurance policies written through the efforts of Member pursuant to this Agreement as set forth per the commission schedule. In the event that Member believes that the amount of any commission paid by Manager to Member is inaccurate, Member shall notify Manager accordingly, in writing, within ninety (90) days of the receipt of the commission payment. Failure of Member to so notify Manager shall constitute a waiver of Member's ability to contest the accuracy of Manager's determination of the amount of commission due to Member as a result of the subject transaction.

7. Carrier Billing. The Parties expect that with rare exception, bills on account of policies generated pursuant to this Agreement will be generated by the Carrier directly to Member's clients. Any premium payments received by either Party pursuant to billings generated by Manager or Member from an insured on account of a policy subject to this Agreement, shall be deposited into a trust account administered by Manager who shall promptly forward the appropriate premium to the respective Carrier. A bill generated by the Manager or Member to a client of Member is herein referred to as an "Agency Bill". Member shall not generate or provide to any insured an Agency Bill without the express prior written consent of Manager. All premiums due from Member's clients pursuant to an Agency bill shall be received by Manager within thirty (30) days of the date of the inception of the subject policy. The Parties each acknowledge and agree that, if said premiums are not received by Manager within the thirty (30) day period, such policy shall forthwith terminate.

8. Commission Adjustment. The Parties each acknowledge that under certain circumstances, commissions may be paid by Carriers, the retention of which are subject to conditions set by the Carrier. In the event that a commission is paid to a Member which is subject to repayment or partial repayment pursuant to the demands and/or policies, rules and/or regulations of a Carrier, Member shall, within fifteen (15) days of demand by the Carrier or Manager, refund such commission or partial commission to the Carrier or to Manager, as directed by Manager.

9. Commission Payment. Commissions earned by Member pursuant to this Agreement shall be paid by Manager to Member within thirty (30) days of the receipt thereof by Manager from a Carrier.

10. Compliance with Carrier Requirements. Member shall at all times comply with the rules and regulations of any Carrier which issues a policy of insurance pursuant to this Agreement to or for the benefit of any client of Member. Manager may reject any business generated by Member which is not in conformance with the rules and regulations of the Carrier to which Manager intends to submit or to which Manager submits any application for coverage or renewal of coverage. Likewise, Manager may refuse any business generated by Member which does not conform to the policies, rules and regulations of any governing body having jurisdiction over the subject policy and the practices governing the solicitation and sale of such policy. Member hereby acknowledges that Carriers which are admitted insurance carriers in the State of California do not permit Member to charge a broker's fee, and Member shall not charge any such fee. In the event that a non-admitted Carrier permits the Member to charge a broker's fee, Member shall obtain the written consent of the insured prior to imposing any such fee.

11. Termination. It is agreed that this Agreement may be terminated at any time by either Party upon thirty (30) days' written notice to the other Party. In the event of the termination of this Agreement, all policies issued and commissions due pursuant to this Agreement shall be in control of and belong to the Manager until such time as Member places coverage through another agency or broker.

a. Manager may terminate this Agreement for cause immediately upon written notice to Member. "Cause" shall include fraud, insolvency, breach of this Agreement, violation by Member of any statutes or regulations governing the sale or solicitation for sale of insurance or other misconduct by Member including, but not limited to, acts of moral turpitude or professional misconduct.

b. This Agreement shall terminate upon the loss, revocation, suspension or failure to renew Member's insurance broker's and/or agent's license. In the event that Member's license is suspended temporarily, Member shall not be entitled to any commissions earned or received by Manager during the period of suspension. At such time as such license suspension is terminated, Member shall receive his/her/its share of commissions thereafter earned and paid if permitted by the laws of the jurisdiction governing the transaction giving rise to the commission.

12. Communications with Carriers; Carrier Contracts. Member agrees that all communications with Carriers shall be directed to Manager who shall be the exclusive contact between the Carrier and Member with regard to any transaction subject to this Agreement. Manager shall have the right to contact Member's clients directly in the event that Manager deems such contact necessary for the benefit of the Carrier issuing a policy to a client of Member. Manager shall have the sole and exclusive right to negotiate Manager's agreement(s) with any Carrier, including without limitation, decisions regarding the purchase of stop loss insurance and other contractual details relating thereto. Member shall have no right to negotiate any terms or conditions of Manager's agreement(s) with any Carrier.

13. Indemnification and Hold Harmless. Member shall be solely responsible for providing advice and counsel to his/her/its clients with respect to the adequacy of insurance coverage or otherwise. Manager assumes no responsibility whatsoever on account of any insurance risk of Member, including, but not limited to, the adequacy, amount or form of

coverage obtained by a client of Member. Member shall indemnify , defend and hold harmless Manager and Manager’s agents, officers, directors, shareholders and employees from and against any and all loss, damage or claim suffered by Manager arising out of or alleged to have arisen out of any act, error or omission of Member, Member’s employees or agents (including all costs and legal fees). Member shall further indemnify, defend and hold harmless Manager and Manager’s agents, officers, directors, shareholders and employees from and against any loss, damage or claim arising out of a breach of this Agreement by Member or Member’s employees or agents.

14. Insurance. At all times during the Term of this Agreement, Member shall maintain a policy of errors and omissions insurance on an occurrence basis with minimum policy limits of One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate covering all activities which Member is to perform or performs pursuant to this Agreement. Such policy or policies shall be issued by Carriers duly licensed to write such insurance in the state(s) in which Member does any business subject to this Agreement and which Carrier maintains an AM Best Rating of A+ or better. The insurance policy or policies required under this Section 14 shall list Manager as an additional named insured, and Member shall provide to Manager a certificate or certificates, with corresponding endorsements, evidencing Manager’s status as an additional insured on such policy or policies.

15. Ownership of Intellectual Property; Ownership of Client Accounts.

a. Intellectual Property. Each Party’s intellectual property shall remain its own and shall be unaffected by this Agreement. Title and ownership of all of each Party’s intellectual property and proprietary rights is and shall remain vested with that Party.

b. Ownership of Client Accounts. Any and all business accounts, clients and/or customers of a Party shall remain the sole property of that Party. Member has no ownership or right to ownership in any of Manager’s client accounts. Manager has no ownership or right to ownership in any of Member’s client accounts. Any business produced, transacted, referred or brought to Manager as a result of Manager’s efforts shall be and remain the sole and exclusive property of Manager. Any business produced, transacted, referred or brought to Manager as a result of Member’s efforts shall be and remain the sole and exclusive property of Member.

16. Confidentiality; Trade Secrets. At all times, both during and after the Term of this Agreement:

a. Member shall keep in strictest confidence and trust all confidential and proprietary information relating to Manager’s technology, know-how, data, inventions, developments, plans, business practices and/or strategies. Such confidential and proprietary information of Manager (collectively referred to as the “Confidential Information”) may include but not be limited to: (a) confidential and/or proprietary information of Manager that is identified or marked as “Confidential” or the equivalent; (b) marketing and customer support strategies, financial information (including sales, costs, profits and pricing methods), internal organization, employee information and customer and client lists; (c) technology, including, but

not limited to, discoveries, inventions, research and development efforts, data, software, trade secrets and processes; (d) all derivatives, improvements, additions, modifications and enhancements to any of the above, including any such information or material created or developed by Manager for any purpose; and/or (e) information of third parties as to which Manager has an obligation of confidentiality, including, without limitation, employees, vendors and/or other clients or customers of Manager. Member agrees not to reproduce any of the Confidential Information without the prior written consent of Manager, not to use the Confidential Information except in the performance of this Agreement, and not to disclose all or any part of the Confidential Information in any form to any third party, either during or after the Term of this Agreement, except as may be required by law. Upon termination of this Agreement for any reason, Member shall cease using and return to Manager all whole and partial copies and derivatives of the Confidential Information.

b. Member shall not disclose, use or induce or assist in the use or disclosure of any Confidential Information without Manager's prior express written consent, except as may be necessary in the ordinary course of performing Member's obligations under this Agreement; and

c. Member shall promptly advise Manager of any knowledge that Member may have of any unauthorized release or use of Manager's Confidential Information, and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtain or be furnished with any Confidential Information.

d. Member agrees that in performing Member's duties under this Agreement, Member shall not use or disclose any trade secret information which Member acquired through Member's prior employment, independent contractor or consulting relationship(s) and/or other professional affiliations (referred to individually and collectively as the "Prior Employment", for ease of reference), including, without limitation, sales or marketing materials and/or confidential pricing information, of which Member may become aware in relation to or arising out of the Prior Employment. Member represents, warrants and agrees that, on or before the effective date of the termination of the Prior Employment, Member returned all property associated with the Prior Employment, including, but not limited to, all business and customer information, address lists, keys, credit cards and any other items of value. Such items may include any electronically stored data or software on a personal computer or handheld personal digital assistant ("PDA") devices, as well as information or property (either electronic or as hard copy) that is stored at a location other than the office or other place of business associated with the Prior Employment, such as on an external hard drive, USB or zip drive, or CD. If Member possessed or possesses currently a computer, laptop or PDA from a Prior Employment relationship, or if Member had or has currently access rights to the computer system of the Prior Employment, Member represents and agrees that Member has not and will not download, copy, transfer, delete or remove any information contained on the hard drive or server, and that Member has returned or will return immediately the device to the appropriate representative of the Prior Employment. Member represents, warrants and agrees that Member shall not contact or solicit any employee, independent contractor, consultant or business affiliate of the Prior Employment for the purpose of becoming an employee of Manager, to the extent of any applicable restrictions on or prohibitions against such activities. Member represents and agrees



further that if Member is contacted by any employee, independent contractor, consultant or business affiliate of the Prior Employment regarding possible employment or independent contractor engagement with Manager, Member shall advise such individual that if he or she is interested in employment or independent contractor engagement with Manager, such individual must contact Manager directly.

17. Remedies. In the event of a breach or threatened breach by Member of any of the provisions of this Agreement, Member agrees that Manager, in addition to and not in limitation of any other rights, remedies or damages available to Manager at law or in equity, shall be entitled to a permanent injunction in order to prevent or restrain any such breach by Member or Member's partners, agents, representatives, servants, employees and/or any and all persons directly or indirectly acting for or with Member.

18. Computer Records. Member hereby grants permission to Manager to download policy information directly to the Manager's system. If such download is not possible, Member shall supply Manager with a copy of all original applications, current Declaration Pages and copies of any appraisals of Scheduled Personal Property insured by policies subject to this Agreement.

19. Assignment. This Agreement may not be assigned, transferred, encumbered or otherwise disposed of by Member without first obtaining the prior written consent of Manager.

20. Carrier Incentives. The Parties each acknowledge that Manager may be awarded certain incentives by Carriers related to the quantity and quality of business provided to the Carrier by Manager. All such incentives shall be the sole property of Manager and Member shall have no right, title or interest thereto or therein.

21. Modification Only by Subsequent Writing. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing in a subsequent document that specifically refers to this Agreement and which is duly executed by all Parties to this Agreement.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to any conflicts of law principles.

23. Right to Offset. Member hereby grants to Manager the right to apply any commission or other funds due to Member pursuant to this Agreement on account of any obligation owed to Manager by Member including, but not limited to, any obligation of Member to indemnify and hold Manager harmless from any claim or damages arising out of or related to the actions of Member or Member's employees or agents. Nothing contained in this Section 23 shall be construed to limit Member's obligations to indemnify and hold Manager harmless pursuant to this Agreement. The exercise of Manager's right to offset shall not limit any other remedy available to Manager on account of any obligation of Member pursuant to this Agreement.

24. Entire Agreement. This Agreement, and Addendum A, which is attached hereto and incorporated herein by this reference, constitutes the full and complete understanding of the Parties with respect to the subject matter covered herein and supersedes all prior understandings and agreements between the Parties with respect thereto.

25. No Partnership, Etc. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture or other similar arrangement between the Parties.

26. Attorneys' Fees. In the event that either Party brings an action or proceeding arising out of this Agreement, the prevailing Party in such action or proceeding, whether or not such action or proceeding proceeds to final judgment, shall be entitled to recover from the non-prevailing Party such reasonable attorneys' fees and expert fees, and actual court costs, as may be incurred by the prevailing Party in connection therewith, in addition to whatever other relief the prevailing Party may be entitled.

27. Dispute Resolution.

a. Mediation. Before invoking the Court Action dispute mechanism set forth in Section 27(b) of this Agreement, the Parties shall first participate in mediation of any dispute arising under this Agreement (whether contract, tort or both). The mediator shall be a retired judge or practicing attorney agreed upon by the Parties. Mediation shall be held in Sonoma County, California. The cost of the mediation shall be borne by the Parties equally. At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each Party shall send to the mediation a person who has authority to bind the Party. If the subject dispute will involve third parties, such as an insurer, subconsultants, agents, contractors or subcontractors, they shall also be asked to participate in the mediation. If a Party has participated in the mediation and is dissatisfied with the outcome, that Party may invoke the dispute resolution provisions set forth in Section 27(b) of this Agreement. If any Party commences a court action based on a dispute or claim to which this Section 27(a) applies without first attempting to resolve the matter through mediation, then in the discretion of the judge, that Party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that Party in such court action.

b. Court Action. Any dispute or claim in law or equity between the Parties arising out of this Agreement which has not settled through mediation as provided in Section 27(a) of this Agreement, shall be decided and adjudicated through court action in the state or federal courts having jurisdiction over Sonoma County, California.

28. Notices. Any notice provided for in this Agreement shall be provided to the Parties as follows:

To Manager: Agency Service Bureau  
P.O. Box 750997  
Petaluma, CA 94975

With a copy by facsimile to: (707) 773-3964

To Member: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

The address and facsimile numbers for giving notice may be changed by either Party upon giving no less than five (5) days written notice to the other Party.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

“MANAGER”

UNIQUE INSURANCE SERVICE, INC.,  
A California Corporation  
DBA: AGENCY SERVICE BUREAU

By: \_\_\_\_\_  
Tiffany Bell, Unique Ins. Service

“MEMBER”

By: \_\_\_\_\_  
\_\_\_\_\_

## ADDENDUM A

### UNDERWRITING AND ADMINISTRATIVE RULES

1. Insurance contracts may not be cancelled flat unless returned to manager prior to inception date or proof of other insurance was in place, the company will have the final say.
2. Member shall refund to manager any advance commission on cancelled policies and premium reductions at the same rate upon which producer originally retained such commission.
3. Member may not submit sub-brokered business to manager
4. This is a non-exclusive agreement. Manager may appoint other members.
5. There will be no advertising or promotional materials used other than as approved by manager or its companies. Member shall not represent, in any way, that they are an agent of manager's companies for any program.
6. Member has no underwriting or binding authority with manager's companies. Coverage can only be bound by manager approval via its agreements with its companies and upon a receipt of a completed application and deposit premium if necessary.
7. With all of manager's companies the application becomes a part of the policy, therefore accord or company specific applications must be used without modifications of any kind.
8. Manager will have the right to audit all books and records relating to insurance contracts written pursuant to this agreement. Such books and records shall be made available by producer at its normal place of business during business hours.
9. Manager shall, at any time, and from time to time, be entitled to change the rate of commission paid.
10. Member will send all evidence of insurance and certificate requests to the Manager for processing.
11. Photos will be taken, front and back of all new property risks when requested. Auto inspections, if necessary, will be done and forwarded to the manager with the auto application.

**Authorization Agreement for Direct Deposit (ACH Credits)**

Agency Name \_\_\_\_\_ Agent Code \_\_\_\_\_

I (we) hereby authorize Unique Insurance Service Inc., dba. Agency Service Bureau, hereinafter called COMPANY, to initiate credit and, if necessary, debit entries and adjustments for any credit entries in error to my (our): (select one)  Checking Account or  Savings Account indicated below, at the depository Financial Institution named below, and to credit or debit the same from such account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Financial Institution \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

This authorization 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 Financial Institution reasonable opportunity to act on it (e.g., "In writing by mail to 737 Southpoint Blvd Ste. F, Petaluma, CA 94952 that is received at least three (3) days prior to the proposed effective date of the termination of authorization").

Name (s) \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please e-mail my producer statement to \_\_\_\_\_

Direct Deposit will be completed by the 15<sup>th</sup> of each month unless a holiday/bank closure prevents it.



By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at [www.SSA.gov](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

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.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.