

# Agent Appointment

For  
American Community  
Mutual Insurance Company



# AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

## APPLICATION FOR AGENT APPOINTMENT

### All Questions Must Be Completed

Please Print or Type

(If agent and agency are being appointed, complete separate forms.)

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### Individual: Personal Data

Full Name \_\_\_\_\_  
Last First Middle

Business Name \_\_\_\_\_

(Check box for desired mailing address, but fill in both addresses.)

Resident Address \_\_\_\_\_  
Street City County State Zip+4

Business Address \_\_\_\_\_  
Street City County State Zip+4

Resident Phone ( ) \_\_\_\_\_ Business Phone ( ) \_\_\_\_\_

Fax # ( ) \_\_\_\_\_ Email Address \_\_\_\_\_

Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Social Security # \_\_\_\_\_

License# \_\_\_\_\_ Expiration Date \_\_\_\_\_

List states in which you are currently licensed \_\_\_\_\_

List companies appointed with: \_\_\_\_\_

Referred by: First Insurance Corp. #02925 \_\_\_\_\_ How long have you been an agent or broker? \_\_\_\_\_

Identify all family members who are appointed with American Community: \_\_\_\_\_

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### Agency Data: Complete only if an Agency is being contracted.

Agency Name \_\_\_\_\_

Address \_\_\_\_\_  
Street City County State Zip Code

Tax Identification # \_\_\_\_\_ License # \_\_\_\_\_ Expiration Date \_\_\_\_\_

List companies appointed with: \_\_\_\_\_

How long have you been an agency? \_\_\_\_\_

What type of agency are you: corporation \_\_\_\_ partnership \_\_\_\_ sole proprietor \_\_\_\_ d/b/a \_\_\_\_

Who is the appointed agent officer with the Department of Insurance? \_\_\_\_\_

**Licensing Data:** Enclose a current copy of each state agent/agency insurance license (life and health) under which you will be selling American Community products.

Have you ever been contracted with American Community?  Yes  No

If yes, when? \_\_\_\_\_

Why was contract terminated? \_\_\_\_\_

Product Review Date \_\_\_\_\_

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### Commission Information

Are commissions to be assigned?  Yes

If yes, complete the Assignment of Commissions form on the following page.

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### General Information

**Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions other than the first one, you must attach an additional sheet explaining all relevant information and include supporting documents.**

1. Do you have Errors & Omissions (E&O) coverage?  Yes  No  
(If no, do not submit application for contract, if yes, submit proof of current coverage)
2. Within the past 10 years, has any E & O carrier denied, paid claims on, or canceled your coverage?  Yes  No
3. Are you involved in any pending or current litigation, investigations or E & O claims?  Yes  No
4. Within the past 10 years, has a bonding or surety company denied, paid out on, or revoked a bond for you?  Yes  No
5. Is there any reason why you cannot secure a bond?  Yes  No
6. With the exception of routine traffic violations, have you EVER been convicted of, or plead guilty or nolo contendere (no contest) in a court to:
  - (a) a misdemeanor, or  Yes  No
  - (b) a felony  Yes  No

*(Such convictions will not automatically disqualify agent candidates. The seriousness and nature of the crime, date of conviction and rehabilitation will be considered.)*

7. Have you ever been discharged or permitted to resign from your employment because you were accused of:
  - (a) violating investment-related or insurance-related statutes, regulations, rules, or industry standards of conduct?  Yes  No
  - (b) fraud or the wrongful taking of property?  Yes  No
  - (c) violating company rules?  Yes  No
8. Do you have any outstanding unpaid indebtedness to an insurance company or general agent?  Yes  No
9. Have you **EVER** had your insurance license suspended, revoked or terminated?  Yes  No
10. Have you **EVER** had a securities license or registration suspended or revoked?  Yes  No
11. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?  Yes  No
12. Are there any outstanding or pending judgments, liens, or tax liens against you?  Yes  No
13. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?  Yes  No
14. Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt?  Yes  No  
(If yes, attach a copy of court papers.)
15. Professional Designations: CLU CHFC LUTC RHU CPCU Other \_\_\_\_\_

I hereby certify that my answers to the questions contained in this application are true and correct. I acknowledge that American Community has informed me that it may conduct investigative reports on agents for licensing purposes, initial and renewal state appointments, and at any time American Community at its discretion, deems it necessary to conduct background investigations. I expressly authorize American Community to conduct these investigations and authorize all persons and entities (including past and present employers) to provide American Community all requested information. I release from liability all persons and entities which supply said information to American Community and agree to hold American Community harmless from any liability for conducting this investigation and/or using said information. I authorize American Community to use these investigative reports and to provide these reports and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize American Community to distribute any financial, business, legal, tax or work performance history regarding me that it receives from third parties or which is generated by American Community's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debt balance responsibilities. I certify that I have reviewed this application and acknowledge that this application will form a part of my agent agreement with American Community. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract, all in the sole discretion of American Community.

**I have completed all necessary forms and submitted all fees and a copy of my current life and health license. I understand American Community will accept business from me upon completion and acceptance of the Agent Appointment Packet from the Home Office.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

The Brokerage General Agent / General Agent accepts all responsibility for the applicant agent and sponsors him as a Writing Agent for American Community.

\_\_\_\_\_  
Brokerage General Agent / General Agent Signature  
(Leave blank if not applicable.)  
Agent Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brokerage General Agent /  
General

\_\_\_\_\_  
Marketing Director Signature

\_\_\_\_\_  
Date

**HOME OFFICE USE ONLY**

Type: \_\_\_ Brokerage General Agent \_\_\_ General Agent \_\_\_ Agent New Business \_\_\_\_\_

Effective Date: \_\_\_\_\_ Agent Code # \_\_\_\_\_

Comm Code \_\_\_\_\_ Assign to: First Insurance Corp \_\_\_\_\_ Code # 02925 \_\_\_\_\_

Brokerage/General Agent: First Insurance Corp \_\_\_\_\_ Code # 02925 \_\_\_\_\_

Non-Resident State(s) \_\_\_\_\_ N/R Code # \_\_\_\_\_

# AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

## Assignment Form

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For good and valuable consideration I, \_\_\_\_\_ assign and transfer all policies, commissions and service fees which become due me from American Community Mutual Insurance Company

to: First Insurance Corporation # 02925 \_\_\_\_\_ .  
(Assignee)

### Select Option A or Option B

Option A - business written from the current date forward.

I understand this Assignment will not affect the policies and payment of commissions and service fees on policies issued prior to the effective date of this Assignment. Prior policies will remain mine and commissions and service fees on the prior policies will continue to be paid to me.

Option B - business written in the past, present and future.

I understand this Assignment transfers all my policies whenever written and payment of commissions and service fees on those policies, to the Assignee, except policies written while another Assignment was in effect.

I reserve the right to revoke this Assignment on thirty (30) days written notice to the Assignee with a copy to American Community Mutual Insurance Company. Policies written and commissions and service fees earned on those policies written while this Assignment is in effect, and prior to the effective date of revocation, will remain the property of the Assignee unless a written release from the Assignee is received.

Revocation of this Assignment shall not be binding on American Community Mutual Insurance Company until both of the following occur:

- a) American Community receives a copy of the written revocation; and
- b) the thirty (30) days notice period to the Assignee expired.

I agree that this Assignment shall not relieve me of any obligations imposed on me by any Agent Contract, nor shall it limit or impair the rights of American Community Mutual Insurance Company under such Agent Contract.

Signed at \_\_\_\_\_ on \_\_\_\_\_  
(City/State) (Date)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Assignor's Signature (Agent)

\_\_\_\_\_  
Assignor's Name (Please Print)



To: American Community Agents  
Subject: **Production Requirements**

Welcome! We at American Community appreciate the opportunity to be associated with you and your agency.

We assume that you believe one or more of our products will be of value to your clients.

In order to maintain your contract with American Community, we have minimum production requirements for new business as indicated in the attached Commission Schedule which may be revised from time to time as indicated in a revised Commission Schedule. We believe this is a reasonable requirement of any Agent who is contracted to market American Community products. Failure to meet production requirements may result in termination.

Please feel free to contact us anytime you have a question regarding our products or service.

\_\_\_\_\_  
Agent/Agency Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marketing Director Signature

\_\_\_\_\_  
Date

# AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

## Agent Agreement Signature Page

American Community Mutual Insurance Company (herein called "American Community", "We", or "Us" as the case may be) and the undersigned Person (hereinafter called "Agent", "You", "Your" or "Yourself"), in consideration of Your undertaking to sell American Community's products and provide customer service for the consideration as stated in the Agent Agreement (hereinafter called "Agreement"), the Signature Page and Commission Schedule(s) attached hereto and made a part hereof, mutually agree to the terms of said Agreement and that the same shall constitute the entire Agreement between American Community and the Agent or Agency and cannot be modified by any prior or subsequent verbal promise or statement, by whomever made, and no supplement, revision or amendment to this Agreement shall be binding upon American Community until it has been approved and countersigned in writing upon behalf of American Community at the Home Office by persons appointed by American Community.

The parties agree that this Agreement shall supersede any and all Agreements previously entered into between them.

I hereby certify that the Agreement attached to the original application for agent appointment which I have signed has not been altered, modified or changed by me in any manner and that I agree to be bound by the provisions of that Agreement.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Name (please print)

\_\_\_\_\_  
Marketing Director

\_\_\_\_\_  
Date

**To be completed by Home Office - Agent Agreement is not valid unless this section is completed by the Home Office.**

FOR HOME OFFICE USE ONLY

AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY



Michael E. Tobin, President & CEO

Commission Schedule Form No. \_\_\_\_\_

Producer Code \_\_\_\_\_

Effective date of this agreement is \_\_\_\_\_

This Agreement will be of no force or effect unless countersigned below by an authorized employee of American Community.

AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY

\_\_\_\_\_  
COUNTERSIGNED

\_\_\_\_\_  
Date

# FIRST INSURANCE CORPORATION

## AGENT AGREEMENT

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, between First Insurance Corporation (“Company”), and \_\_\_\_\_, (“Agent”).

### WITNESSETH:

1. **ACCOUNT STATED:** First Insurance Corporation, hereafter referred to as the (“Company”) will furnish the (“Agent”) with a monthly account showing commission payments and charges made the Agent and his agents within such accounting period. Upon receipt of the statement, the Agent shall immediately examine it, and if he/she disputes the accuracy or correctness of it, he shall return the statement to the Company with detailed statement of the dispute within 60 days.
2. **AGENTS:** Agent may appoint sub-agents subject to the licensing procedures of the Company. No agreement shall be affected unless the proposed Agent is duly licensed in the state and until an officer of the Company has executed the agreement. The Company reserves the right to refuse to appoint or to contract with any proposed or recommended Agent and to terminate any appointment with any Agent. Each sub-agent shall comply with each and every term and provision of this contract and the rules established by the Company, and the Agent shall be liable to the Company for any defaults of his/her subagents.
3. **COMMISSIONS:** Agent shall receive as compensation the applicable commissions set forth in the Commission Schedule(s) attached hereto and as may be amended or modified, from time to time, payable on premiums paid to and accepted by the Company. **The Company reserves the right to discontinue, amend and/or add any plan of insurance and to establish, amend, or modify the commissions of Agent providing that the Company had mailed notification of such amendment or modification to the Agent’s last known address.**
4. **INDEBTEDNESS:** Any indebtedness by you or your sub-agents to us shall be payable by you within 30 days of demand and shall constitute a first lien on any commissions or renewal commissions due or to become due to you or your sub-agents. We may, at any time, offset against all commissions accrued or to accrue to you any debt due from you or your agents arising from transactions under this or any previous Agreement with us and any indebtedness shall, at our discretion, bear interest at a maximum rate of 1.25 percent per month, which may be changed with a 30 day written notice subject to any statutory limitation. In addition, if Agent is a Corporation, L.L.C., or Partnership the principals of the Agent shall be personally liable for any and all indebtedness of the Agent. Advanced commissions shall be defined as indebtedness.

You hereby irrevocably assign to the Company any and all commission due or to become due to you from any source whatsoever to be paid to and applied by us, in payment or partial payment of any indebtedness that may be owed by you or your agents. You hereby direct and authorize any person or company with whom you may heretofore or hereafter contract to pay any such sums under this assignment upon the demand by the Company. Agent is responsible for any debit balances owed by sub-agents or any other Agent for which an override commission was received.

5. **NOTICE:** Any notice pertinent to this Agreement shall be deemed given if delivered personally or mailed to the Agent’s last known address.
6. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the domestic substantive Laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.

### 7. **TERMINATION:**

1. **Voluntary Termination:** This agreement may be terminated without cause at any time by either party by giving the other party written notice of termination, which notice shall be delivered either personally or mailed to the last known address of the other party. If this agreement is voluntarily terminated, the Agent, his successors, administrators, executors, heirs or assigns shall have the vested right to receive commissions payable under this Agreement. However, before the Company can pay such commissions to the Agent’s successor, executor or administrator, that person must, within ninety (90) days of Agent’s death, obtain a temporary license from the Department of Insurance (if required by law).
2. **Termination for Cause:** The Company elects to terminate the contract with cause because:
  - a. The Agent has violated any laws, rules and regulations of any applicable federal, state, or city government, department or bureau or committed any felony;
  - b. The Agent has acted in such a manner to affect adversely the business, good standing or reputation of the Company;
  - c. The Agent has attempted to or has induced any agent of the Company assigned to another agent to violate his/her agreement to terminate his/her relationship with such other agent of the Company;
  - d. The Agent has attempted to or has induced any policyholder of the Company to discontinue the payment of any premiums on any policy or to relinquish or replace any policies of the company;
  - e. The Agent has failed to comply with any provision of this Contract notwithstanding the Company’s written demand for compliance;
  - f. The Agent has embezzled or misapplied funds of the Company.

If this agreement is terminated with cause, the Agent shall forfeit any and all compensation and commissions on any premiums received by the Company after termination. The right of the Company to declare a complete forfeiture of any and all compensation as provided herein shall not be construed to preclude the Company’s seeking and obtaining injunctive relief or pursuing any other remedies available to the Company for such breach or threatened breach, including, but not limited to, recovery of damages. Forbearance or neglect on the part of the Company to insist upon the performance of any part of this agreement or to declare a forfeiture or termination shall not be deemed to constitute a waiver of such rights and privileges.

8. **VESTED COMMISSIONS:** The vesting of commissions under this agreement shall in no way limit or otherwise affect the right of the Company to service business on which such vested commissions are payable. Payment of such commissions to the Agent will cease when all such commissions in any preceding month amount to less than One Hundred Dollars (\$100.00) or if this agreement has been terminated for cause, whereupon no further commissions shall be payable.
9. **ADVANCED COMMISSIONS, LOAN & NOTE AGREEMENT:** WHEREAS, Agent has in force with Company an Agency Agreement which authorizes Agent to procure applications for life, accident, health, and annuity insurance and which provides for payment of scheduled commissions as premiums are paid to Company on policies issued pursuant to such applications ("Agent's Agreement"); and WHEREAS, Agent desires to receive cash loans (hereinafter referred to as ("advances")) to be secured by such commissions scheduled in the Agent's Agreement; NOW, THEREFORE, Company agrees to lend the Agent, and Agent promises to repay to Company, the sums described in this Loan Agreement and Note subject to the terms and conditions contained herein:
  1. Amount of Advances. \$2500.00 per policy or premium payer. Subject to such maximum limitation, the amount of such advances shall be determined as follows:
    - 1.1 The amount of advances shall be a percentage of said commission, which percentage the Company, in its sole discretion, shall determine.
    - 1.2 Company may change the percentage for advances at any time. Any change made will apply to subsequent advances.
    - 1.3 From any loans hereunder, there will be deductions taken for the commission collateral lost on account on first year lapses, applications withdrawn, and policies returned to Company as "not taken".
    - 1.4 This Loan Agreement and Note shall not apply and no advances will be made on commissions for insurance written on the life of the Agent or any member of Agent's immediate family.
  2. Nature of Loans/Repayment. Agent agrees and understands that all monies advanced hereunder are neither salary nor an unconditional obligation owed by the Company for any purposes, and the Agent shall remain unconditionally bound to repay such sums either by direct repayment or direct deduction from commissions in respect to premiums paid to Company or both. Such sums shall first be offset against and initially repayable from Agent's commissions; however, this right of first offset is in no way intended to be an exclusive remedy.
  3. Loans to Sub-agents. Agent also guarantees repayment to the Company of any and all loans and advances made to Agent's sub-agents. Agent agrees that Agent is and shall remain personally liable for repayment of such indebtedness and that such liability shall be considered in the same manner as if a loan had been made directly to the Agent. Such liability continues and survives beyond the voluntary and involuntary termination of Agent's contract.
  4. Termination. The Company reserves the right to terminate the advances under this agreement at any time with or without notice to Agent.

## COMMISSION PAYMENT

### Circle One

**As-Earned    6-Mo Advance    9-Mo Advance    12-Mo Advance**

Current interest rate on advances is 0%

Advance commissions for Individual plans of insurance will only be paid for Bank Draft, Quarterly, Semi-Annual, and Annual modes of premium payment. The balance of the first year commissions along with direct monthly billing will be paid on the Agent's monthly as-earned statement. The Agent agrees that the commissions advanced are subject to terms and conditions of the Contract and Commission Schedules between the Agent and the Company. **The Company may elect without notice to terminate, or change the type of advance commissions at any time.** Advances may vary among different insurance companies marketed by First Insurance Corporation.

**Applications will not be advanced until policy has been delivered and accepted by the insured. Company reserves the right to not advance on any policy at Company's discretion. Advances will be calculated on preferred rates only.**

IN WITNESS WHEREOF, This Agreement is executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ and when approved by First Insurance Corporation and the appointing agent, shall be effective for all purposes as of that date.

COMMISSIONS PAYABLE TO: \_\_\_\_\_

\_\_\_\_\_  
Name of Agent (Print)

\_\_\_\_\_  
Managing Agent's Approval Signature

\_\_\_\_\_  
Agent's Signature or Auth. Officer if Corp., LLC or Partnership

\_\_\_\_\_  
Approved by First Insurance Corporation

\_\_\_\_\_  
Street Address:

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

**FIRST INSURANCE CORPORATION**  
**Commission Schedule**  
Effective: December 5<sup>th</sup>, 2007

**AMERICAN COMMUNITY MUTUAL INSURANCE COMPANY**

Individual Major Medical & Short Term Plans:

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> &amp; 5<sup>th</sup> Year</u>	<u>6<sup>th</sup>+</u>
Individual Plans	20	5	3	2	2
Short Term	18				

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Small Group Insurance Plans:

	<u>All Years%</u>
2-14 Lives	6
15-29 Lives	5
30-50 Lives	4

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The above schedule may be modified at any time with written notice. Individual commissions are not payable on underwriting surcharges exceeding a rating band of 1.5. Group premiums in excess of the standard rate are not commissionable. Renewal increases are commissionable for group and individual. Service fees (6+ years) are not payable to terminated agents.

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Agent Signature

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Print Name

# Request for Taxpayer Identification Number and Certification

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

Please print or type	Name (See <b>Specific Instructions</b> on page 2.)	
	Business name, if different from above. (See <b>Specific Instructions</b> on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

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

Social security number																				
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List account number(s) here (optional)

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

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

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

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

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

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

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

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

**Penalties**

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

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

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

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

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