



**AGENCY PROFILE INFORMATION FORM**

**Marketing Rep** \_\_\_\_\_ **Agent Code** \_\_\_\_\_

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> New Producer  | <input type="checkbox"/> Termination   | <input type="checkbox"/> Update                 |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Merger/Buyout | <input type="checkbox"/> Branch Location Update |

**Agency Name** \_\_\_\_\_ **County** \_\_\_\_\_

**Agency Address** \_\_\_\_\_

**City** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Agency Mailing Address** \_\_\_\_\_ **City** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Fax** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

Company Status

**Are you a sole Proprietor? Y / N** If yes list your Social Security # \_\_\_\_\_

**Are you a Corporation or Partnership?** If yes list your Federal ID # \_\_\_\_\_

**Do You Have E&O Insurance?**  Yes  No **Policy Number** \_\_\_\_\_  
**Effective Date** \_\_\_\_\_

**Does the Agency Use a Comparative Rater?**  Yes  No **Comparative Rater** \_\_\_\_\_  
**Number of Locations** \_\_\_\_\_

**Agency Principal** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **ZipCode** \_\_\_\_\_

**Birth Date** \_\_\_\_\_ **License #** \_\_\_\_\_ **Social Security #** \_\_\_\_\_

**Agency Key Contact** \_\_\_\_\_ **Phone number** \_\_\_\_\_

<b>Top 3 Non Standard Markets</b>	<b>Written Premium</b>	<b>Loss Ratio</b>	<b>Monthly App Ct</b>
1. _____			
2. _____			
3. _____			

**New Business Commitment** \_\_\_\_\_ **Monthly** \_\_\_\_\_ **6 Month** \_\_\_\_\_

\_\_\_\_\_  
**Agency Principal**

\_\_\_\_\_  
**Endeavor General Agency**

## CERTIFICATION OF USE FORM

Note: Effective September 1, 1997, an individual may request that the State not release their personal information in response to individual and/or bulk requests. If the State has received such a request from an individual, the motor vehicle record to which the request applies will only be provided to Purchasers who certify that the intended use of the information is for a permitted use, as indicated below.

WHEREAS, Senate Bill 1069, 75th Legislature, 1997, amended the Transportation code by adding Chapters 730 and 731 to authorize the department to disclose personal information contained in the Department of Motor Vehicle records only in accordance with those chapters and only if a requester agrees in writing that the purchaser will not discriminate or publish the information on the Internet or a similar network, or permit another to discriminate or publish the information that manner (Texas).

**PLEASE INITIAL (DO NOT CHECK X) THE INTENDED USE(S) FOR WHICH "DIAL UP" ACCESS TO THE HDR® SYSTEM IS REQUESTED, IF ANY:**

### **PERMITTED USES**

- E. Use by:
- (1) An insurer or insurance support organization, or by a self-insured entity, or an agent,
  - (2) employee or contractor of the entity, in connection with claims investigation activities, anti-fraud activities, rating or underwriting;

### CERTIFICATION

I, \_\_\_\_\_, the Purchaser, do hereby certify that the intended use of the HDR® System database information is requested for:

**THE PERMITTED USE(S) INITIALED ABOVE, OR**

**NONE OF THE PERMITTED USE(S) LISTED ABOVE**

\_\_\_\_\_  
(The Purchaser)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

ENDEAVOR GENERAL AGENCY, LLC  
3723 S. FM 551  
ROYSE CITY, TEXAS 75032

PRODUCER AGREEMENT

THIS AGREEMENT is made by and between ENDEAVOR GENERAL AGENCY, LLC (hereinafter referred to as "Manager") and \_\_\_\_\_ (hereinafter referred to as "Producer")

WHEREAS, Manager acts as a Managing General Agent for various insurance companies; and

WHEREAS, Producer holds a valid and existing property and casualty license as an agent issued by the Texas Department of Insurance; and

WHEREAS, Producer desires to solicit business from time to time with insurers represented by Manager, which business such insurer in their sole discretion may accept or reject; and

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

ARTICLE I: APPOINTMENT AND AUTHORITY

- A. Manager hereby appoints and grants authority to Producer to:
  - 1. Solicit, prepare, accept and transmit application only with respect to those lines of business listed on the schedule, attached hereto as "Addendum No. 1"
  - 2. Deliver policies and endorsements to Insured, only with respect to business, which has been accepted by Insurers.
  - 3. Collect and remit premiums to Manager.
- B. It is expressly agreed that authority of the Producer shall be as set forth in this agreement, in appropriate program manuals, underwriting manuals, instructions received in writing and shall be as defined and limited therein. All business must be produce through managers web based system (Endeavor PTS software)

ARTICLE II: BINDING AUTHORITY

- A. Authority of Producer to bind insurance coverage shall be as defined and set forth in this agreement and in specific program manuals and/or underwriting guidelines, receipt of which is hereby acknowledged, or as otherwise specifically set out in writing.
- C. Producer shall have no authority to countersign policies, endorsements, insurance certificates or any other evidence of insurance on behalf of Manager or Insurance Companies Manager may represent without prior specific authorization in writing.
- D. Producer shall at all times comply with rules and regulations promulgated by the Texas Department of Insurance.

### ARTICLE III: PREMIUMS AND COMMISSIONS

- A. Producer, upon receipt of any payments from an Insured or proposed Insured, shall immediately remit such premiums to Manager. Producer shall be allowed a commission on such premiums as set forth in Addendum No. 1, attached hereto. The commission may be changed from time to time in a manner as provided elsewhere in this Agreement.
  
- B. Premiums shall be remitted as follows:
  - 1. New Business:
    - 1. Producer shall remit without deduction the gross premiums plus policy fees to Manager, immediately upon receipt.
  - 2. Renewal Business:
    - 1. Premiums, policy fees and/or billing fees billed by Manager but received by Producer, shall be immediately forwarded to Manager, without deduction.
  - 3. Premiums generated by policy changes will be remitted in the same manner as renewal premiums.
  
- C. Commissions:
  - 1. Producer commissions will be paid at least monthly for all transactions completed in the previous calendar month in accordance with the commission schedule in Addendum No 1.
  - 2. No commissions will be paid on policy or billing fees.
  
- D. All premiums received by Producer are the property of the Insured (or applicant) and the Insurance Company and shall be held by Producer as trustee until delivered to Manager. The keeping of an account on Manager's books as a credit and debit account, and the payment of commissions by Manager shall not be held to modify, affect or waive the trust relationship as to premiums collected by Producer, nor Manager's interest in unpaid premiums, which have not been collected by Producer. All premiums, fees and commissions shall be held, remitted and paid in accordance with the terms and conditions outlined in Addendum No. 2 attached hereto.

### ARTICLE IV: RECORDS MAINTENANCE

- A. The Producer must retain all Original Documents for five (5) years from the date of the policy termination or expiration. This shall include all original signed applications, exclusions and rejections under any policy or renewal as well as all documentation justifying premium discounts and/or surcharges. The Producer shall notify the Administrator in writing at least one hundred and twenty days (120) days before discarding or destroying any Original Document. If the Producer retains the documents for a full seven (7) years, the Producer may then proceed to destroy the documents without notice to the Administrator after the seven (7) years have expired.
  
- B. The Producer agrees to complete and maintain all documentation identified for each of its applicants and policyholders with the Administrator for which the original information has been electronically uploaded or submitted to the Administrator. All Original Documents shall remain the sole property of the Administrator and shall be returned to the Administrator upon written request from the Administrator to the Producer. The Producer may retain copies of any Original Documents that have been forwarded to the Administrator.
  
- C. Should the Administrator need Original Documents or copies thereof for any reason, the Producer agrees to provide such documents upon the request of the Administrator. The Producer further agrees to cooperate fully with the Administrator in the investigation or settlement of any claim, loss, accident or complaint.

- D. At its discretion and in accordance with this agreement, the Administrator shall have the right, but not the obligation, to audit the Producer's records at any reasonable time upon twenty-four (24) hour notice. The Producer agrees to cooperate fully with the Administrator in connection with such audit.
- E. Failure to comply with any provision of Article IV shall constitute grounds for termination of the Broker Agreement and may subject the producer to any liability associated with failure to maintain and retain the Original Documents described in Article IV (A). In the event a claim(s) is brought against Manager in relation to producer's failure to comply with Article IV, Producer agrees to indemnify and defend Manager from such claim(s).
- F. The Producer may at any time terminate this agreement by giving notice of such intent and returning all Original Records to the Administrator with fifteen days of said notice. If notice is given, no new Original Documents may be kept from that day forward.

#### ARTICLE V: RESPONSIBILITY IN EVENT OF CLAIMS

- A. Producer shall have absolutely no authority for the investigation, adjustment or litigation of claims arising from policies placed by Producer. Producer has no authority to and shall not admit any liability on the part of the Insurance Company in which the business is placed or on behalf of Manager.
- B. Producer shall immediately report and transmit to Manager any claim report, notice of accident, proof of loss or other information, including documents related to lawsuits arising from a claim, known to Producer and related to any claim against the Insurance Company on any insurance policy issued involving Manager.

#### ARTICLE VI: REVISIONS IN THIS AGREEMENT

- A. Changes in this agreement shall be made as follows:
  - 1. Revision by Manager: This Agreement, including the Addendum No 1, must be revised by Manager, upon 30 days written notice to Producer, setting forth the revisions and their effective date.
  - 2. Revision by mutual consent: This Agreement may be revised at any time by mutual consent, in writing, of Producer and Manager.

#### ARTICLE VII: TERMINATION, EXPIRATIONS

- A. Termination on notice: This Agreement may be terminated by either party by giving to the other party written notice not less than 30 days prior to such termination. Manager or the insurance companies they represent waive no rights with respect to cancellation or termination provisions contained in individual policies issued to policyholders through Producer and no benefit shall inure to policyholder through Producer by reason of the terms of this Agreement.
- B. Termination for cause: This Agreement shall terminate:
  - 1. Immediately upon written notice if Producer commits any act of bankruptcy, becomes insolvent, or makes any assignment of any of its assets for benefit of creditors.
  - 2. Immediately upon written notice from Manager if Producer shall fail, neglect, or refuse to account for or pay promptly to Manager or any insurance companies when due all premiums or return premiums due on insurance under this Agreement.
  - 3. Immediately in the event Producer's license to do business is suspended or revoked by any insurance department.

4. Immediately if Producer shall act in any manner contrary to authority granted under this Agreement, or shall fail, neglect, or refuse to perform any of Producer's obligations under this Agreement after 15 days written notice has been given Producer for Agent's failure to perform. However, such 15 day notice shall not be necessary if termination occurs under Paragraph VI A, or B (1), (2), or (3).
- C. Ownership of Expirations: Immediately upon termination of this Agreement under Article VI B (2) & (3), all right, title and interest of Producer to or in any business placed under this Agreement, including, but not limited to the rights of renewal, expirations and to all records thereof, shall vest in Manager or the insurance companies they represent and Producer shall have no right, title, or interest thereafter.
- E. Producer further hereby expressly grants to Manager a security interest in such rights of renewal and expirations to secure payments of any and all amounts due or which may become due hereinafter. Upon the occurrence of any event which gives rise to the necessity to enforce said security, interest, Manager may take possession of Producer's records. Producer agrees upon request to produce such records together at Producer's place of business and to allow access to such place of business and to removal of records. Upon complete satisfaction of amounts due Manager, the books, records, and control of expirations shall be returned to producer. In event such obligations are not satisfied within a reasonable time period Manager may service such expiration directly or dispose of them in any commercially reasonable manner.
- F. Producer hereby expressly grants to Manager all such rights of renewal and expiration records of the Producer to the Manager if the Producer commits any act of insurance fraud or if termination occurs under Article VII (A). Producer will be granted one (1) calendar year from the date the termination notice becomes effective to remove these records from the Managers control. All records that remain in effect after one (1) calendar year will be considered the possession of the Manager.
- G. Otherwise, Producer's records, use and control of expiration shall remain the property of Producer and left in Producer's undisputed possession.

#### ARTICLE VIII: OTHER PROVISIONS

- A. Successor Clause: Producer's rights and interests under this Agreement shall not be assigned without prior written consent of Manager. Any change in ownership or control of Producer's business shall, at the option of Manager, terminate this Agreement as of the date of change.
- B. Indemnification: Producer shall indemnify and hold harmless Manager and the insurance companies it represent against any loss, damage, or costs, including, but not limited to reasonable attorney's fees and litigation expense, which Manager may sustain as a result of any act of Producer in violation, in excess, or in contravention of the authority of Producer set forth in this Agreement or in written instructions, rules and regulations which may be promulgated by Manager or the insurance companies they represent from time to time.
- C. Producer is independent contractor: Producer is an independent contractor, and not an agent for or employee of Manager. Manager shall not be responsible for any of Producer's expenses.
- D. Advertising: Producer shall not use the names of Manager or any of the insurance companies they represent in any advertising or publicity without prior written consent.
- E. Forms and Supplies: All supplies, including forms and policies furnished by Manager, shall always remain the property of Manager and shall be returned to Manager or its representative upon demand

- F. Producer agrees that all records shall be available, upon reasonable notice, for inspection by Manager, or Representatives of Manager and those copies of records requested by Manager will be furnished without delay.
- G. Entire Agreement: This Agreement supersedes any and all prior Agreements between the parties.
- H. Notice: Whenever written notice is issued by either party, mailing of such notice, postage prepaid, to the last known address of the other party shall constitute notice.
- I. Waiver: Failure of Manager promptly to declare a default for breach on any of the terms and conditions of this Agreement or to exercise any remedy available hereunder shall not be construed as a waiver of any of such terms and conditions, nor stop Manager from thereafter demanding full and complete compliance nor prevent Manager from exercising such remedy in the future.
- J. Applicable Law: This Agreement has been executed under the laws of Texas and shall be performable in Rockwall County, Texas.

IN WITNESS WHEREOF, this Agreement has been executed in the City of Royse City, Rockwall County, Texas, by the parties thereto this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which the intent that it becomes effective as of the \_\_\_\_\_ day of 20\_\_\_\_.

FOR MANAGER: Endeavor General Agency, LLC

BY: \_\_\_\_\_  
Majority Shareholder / Owner

FOR AGENCY PRODUCER:

BY: \_\_\_\_\_  
TITLE

ADDEDUM NO 1  
TO  
PRODUCER AGREEMENT  
COVERAGE AND COMMISSION

For coverage provided in Various Insurance Companies as set out below:

Coverage

1. Lines of Insurance:  
Private Passenger Automobile Insurance  
(Bodily Injury, Property Damage, Uninsured Bodily Injury,  
Uninsured Personal, Injury Protection, Other than Collision,  
Collision, Rental, Towing and 550 Mexico Coverage)
- 

2. Policy Limits and Terms:  
  
25,000 / 50,000 / 25,000 & 30,000 / 60,000 / 25,000  
All Term Policies Available

Commission

Commission schedules are individually based upon the manager's programs. The following written commission percentage will be paid per program:

<u>PROGRAM</u>	<u>SELECT</u>	<u>COMMISSION PERCENTAGE</u>
Endeavor General Agency	Y / N	15% – New Business/Renewal
Endeavor Economy	Y / N	15% – New Business/Renewal
Endeavor Specialty		Not Applicable
Endeavor Six-Month Deluxe	Y / N	15% – New Business/Renewal

Article III of Producer Agreement is amended to add:

- H. The Manager pays producer commissions. The issuing Company is not a party of this agreement and is not responsible to the Producer for any commission or other amounts arising from such Producers activities pursuant to this contract.

Type of Account: Cash with application, per program guidelines

AGENT

ENDEAVOR GENERAL AGENCY, LLC

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

By: **John C. McKinney**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ADDEDUM NO 2  
TO  
PRODUCER AGREEMENT

FUNDS CONTROL AND ACCOUNTING SYSTEM

All business written by the Agent pursuant to this Agreement shall be billed and accounted for by the collected premium accounting method. Under this method, if initial premium is required or paid, the Agent or its representative shall collect such premium and remit all premiums coming into his possession directly to Endeavor without deduction for commissions and fees. Thereafter, Endeavor shall assume responsibility for premium billing directly to the policyholder. However; this does not preclude the agent from accepting renewal premiums directly from the insured and forwarding that premium to Endeavor as outlined above.

The Agent and Endeavor shall comply with the following provisions:

1. The Agent shall establish and maintain a Premium Trust Account with a bank that is insured by the Federal Deposit Insurance Corporation. The Agent shall account and deposit separately all premiums and fees collected by the Agent on business produced pursuant to this Agreement.
2. On a daily basis but not less than Friday of each week, Endeavor will draft the Agent's bank account for the amount of premiums and fees collected by the Agent as recorded in Endeavor's PTS system.
3. On or before the 15<sup>th</sup> day of each calendar month, Endeavor shall send to the Agent a commission check representing the net commission and fees due the Agent on all remittances received by Endeavor during the previous calendar month for business placed with Endeavor by the Agent.
4. Endeavor will net commissions on return premiums by reason of policy cancellation, coverage reduction, or otherwise, all at the same rate at which commissions were originally paid.
5. Endeavor may offset any balances due under the Agreement with any amount due under any other agreement between Endeavor and the Agent.
6. All NSF items will be flat cancelled upon Agent's documented submission of NSF Declaration Form by fax to Endeavor. Upon presentation of original NSF check to Endeavor, NSF check will be refunded with the next weekly ACH account sweep. In order to minimize delay associated with NSF refunds, Endeavor specifically requests that Agent bank be instructed not to make second presentation for payment to payee's financial institution.

AGENT

ENDEAVOR GENERAL AGENCY, LLC

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

\_\_\_\_\_  
**By: John C. McKinney**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ADDENDUM NO 3  
TO  
PRODUCERS AGREEMENT

QUARTERLY LOSS RATIO BONUS PLAN

In addition to the contractual commission, the Agent shall be entitled to receive a bonus payment against each active monthly personal auto policy. This bonus payment is subject to the Agent maintaining loss ratio standards against its specific aggregate book of monthly personal auto business and meeting minimum monthly production standards for new monthly personal auto policies. The Agent's developed loss ratio will be defined as per Endeavors then current reinsurance program, calculated from the date of the first policy sale and eligibility for the bonus payment begins in the quarter ending 360 days after the first policy sale. Endeavor reserves the right, at its sole discretion, to amend, change or terminate the Quarterly Loss Ratio Bonus Program.

The amount of the policy fee bonus and the maximum loss ratio standards shall be as follows:

\$1 per policy bonus payment if the developed Loss Ratio: Is less than 60.0%

\$2 per policy bonus payment if the developed Loss Ratio: Is less than 55.0%

\$3 per policy bonus payment if the developed Loss Ratio: Is less than 50.0%

The minimum monthly production standard for personal auto policies shall be as follows:

Forty (40) new monthly personal auto policies per agency location

Bonus Payments: All such bonus amounts shall be calculated and paid quarterly within 35 days after the end of each calendar quarter.

Non-Disclosure: Producer agent agrees not to disclose the terms and conditions of this agreement with any other Endeavor producer agents, industry trade personnel or competitor companies.

AGENT

ENDEAVOR GENERAL AGENCY, LLC

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

\_\_\_\_\_  
**By: John C. McKinney**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ADDENDUM NO 4  
TO  
PRODUCER AGREEMENT  
RECORDS MAINTENANCE

All business written by the Agent shall be maintained with the following provisions:

- A. The Producer must retain all Original Documents for three (3) years from the date of the policy termination or expiration. This shall include all original signed applications, exclusions and rejections under any policy or renewal as well as all documentation justifying premium discounts and/or surcharges. The Producer shall notify the Administrator in writing at least one hundred and twenty days (120) days before discarding or destroying any Original Document. If the Producer retains the documents for a full seven (7) years, the Producer may then proceed to destroy the documents without notice to the Administrator after the seven (7) years have expired.
- B. The Producer agrees to complete and maintain all documentation identified for each of its applicants and policyholders with the Administrator for which the original information has been electronically uploaded or submitted to the Administrator. All Original Documents shall remain the sole property of the Administrator and shall be returned to the Administrator upon written request from the Administrator to the Producer. The Producer may retain copies of any Original Documents that have been forwarded to the Administrator.
- C. Should the Administrator need Original Documents or copies thereof for any reason, the Producer agrees to provide such documents upon the request of the Administrator. The Producer further agrees to cooperate fully with the Administrator in the investigation or settlement of any claim, loss, accident or complaint..
- D. At its discretion and in accordance with this agreement, the Administrator shall have the right, but not the obligation, to audit the Producer's records at any reasonable time upon twenty-four (24) hour notice. The Producer agrees to cooperate fully with the Administrator in connection with such audit.
- E. Failure to comply with any provision of Article IV shall constitute grounds for termination of the Broker Agreement and may subject the producer to any liability associated with failure to maintain and retain the Original Documents described in Article IV (A). In the event a claim(s) is brought against Manager in relation to producer's failure to comply with Article IV, Producer agrees to indemnify and defend Manager from such claim(s).
- F. The Producer may at any time terminate this agreement by giving notice of such intent and returning all Original Records to the Administrator with fifteen days of said notice. If notice is given, no new Original Documents may be kept from that day forward.

AGENT

ENDEAVOR GENERAL AGENCY, LLC

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

\_\_\_\_\_  
**By: John C. McKinney**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Endeavor General Agency, LLC  
Sweep Account Information

Schedule A: Electronic Withdrawal Authorization (**Please verify account is designated for premium withdrawals**)

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

Bank Information

\_\_\_\_\_  
Bank Name and Branch (or Main Office) and Phone Number

\_\_\_\_\_  
Bank Address (street, city, state, zip)

\_\_\_\_\_  
Title of Bank Account

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

\_\_\_\_\_  
Account Type

\_\_\_\_\_  
Routing

\_\_\_\_\_  
Agency Contact Person and Telephone Number

ATTACH VOIDED CHECK HERE

Endeavor General Agency, LLC is hereby authorized to present electronic withdrawal items on the agency's account indicated below and the depository named below for payment of settlements due to Endeavor General Agency, LLC, by the Agent. This arrangement does not affect the Agent's primary obligation for payment. This authorization is to remain in effect until Endeavor General Agency LLC is notified in writing to the contrary. All payment amounts received as Check, Cash, Money Order, or Credit Card to the Agent taken in for new applications, renewals and endorsements will be withdrawn from the Agent's account.

\_\_\_\_\_  
Authorized Signature (as shown on Account)

\_\_\_\_\_  
Date

Endeavor General Agency, LLC  
Direct Deposit for Commission

Schedule A: Electronic Deposit of Commission Authorization **(please verify account is designated for commission deposits)**

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

Bank Information

\_\_\_\_\_  
Bank Name and Branch (or Main Office) and Phone Number

\_\_\_\_\_  
Bank Address (street, city, state, zip)

\_\_\_\_\_  
Title of Bank Account

\_\_\_\_\_  
**Account Number**

\_\_\_\_\_  
Routing

\_\_\_\_\_  
Agency Contact Person and Telephone Number

ATTACH VOIDED CHECK HERE

Endeavor General Agency, LLC is hereby authorized to present electronic deposit items on the agency's account indicated below and the depository named below for payment of settlements due to the party listed on page 1 of the Producer Agreement, by Endeavor General Agency, LLC. This arrangement does not affect the Agent's primary obligation for payment. This authorization is to remain in effect until Endeavor General Agency LLC is notified in writing to the contrary. All commissionable amounts paid on, receipted as Check, Cash, Money Order or Credit Card to the Agent, taken in for new applications, renewals and endorsements will be deposited into the Agent's commission account.

\_\_\_\_\_  
Authorized Signature (as shown on Account)

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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.

<b>Sign Here</b>	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,