



TENNANT RISK SERVICES

A Division of Worldwide Facilities, LLC

New Producer Package

Thank you for your interest in working with Tennant Risk Services, A Division of Worldwide Facilities, LLC. We look forward to providing you and your clients with our specialty expertise in professional liability insurance. We will need the following documents completed and forwarded to us in order to complete the appointment process and bind business on your behalf.

- Producer Profile
- Producer Agreement
- W9
- Copy of your agency's licenses
- Copy of your E&O declaration page

Please either fax, mail or email these completed documents to us:

eMail: info@tenant.com
Fax: 860-216-5845
Mail: 124 LaSalle Road, 2nd Floor
West Hartford, CT 06107

Please contact us if you have any questions. A copy of the executed Agreement will be returned to you for your permanent records. For additional information on the wholesale and specialty insurance services we provide, please contact us or see our website at www.tenant.com.

Thank you for your interest in Tennant Risk Services. We look forward to working together to solve your clients' specialty insurance needs.

Worldwide Facilities, LLC

725 South Figueroa Street, Suite 1900, Los Angeles, California 90017
 Phone: (213) 236-4500; Fax: (213) 244-9655; E-mail: compliancedept@wwfi.com

Retailer Questionnaire

Please complete the questionnaire in its entirety. You may submit additional office locations on a separate sheet so long as they operate under the same license and E&O. Otherwise, please complete this questionnaire separately for each office location.

Retailer name: _____
 Mailing address: _____

Telephone #: _____ Fax #: _____
 Website: _____ E-mail: _____

Office Head / Marketing Head: _____

Federal I.D. or Social Security No: _____

Business Type: Individual/Sole Proprietorship Partnership Corporation

List any related organizations and their contacts, including:

Parent Company: _____
 Subsidiaries: _____
 Additional Offices: _____
 (Use an additional sheet, if necessary)

What year did the firm begin business? _____

Prior names of the firm, including the dates the name changed:

Prior Name	Year Changed

(Use an additional sheet, if necessary)

Has your firm ever received any E&O claims, judgments, proceedings, or disciplinary actions, or filed for bankruptcy? Explain: _____

OWNER/SHAREHOLDER INFORMATION

Owner/Shareholder	% Ownership	Age	% Active in Business	# Years w/ firm
	%			
	%			
	%			
	%			

(Use an additional sheet, if necessary)

LIST BELOW ALL COVERAGE INTERESTS

CASUALTY

- Contractors
- Hotels/Motels
- Products
- Property Owners
- Public Entity
- Restaurants/Bars
- Transportation
- Environmental
- Programs
- Oil & Gas
- Other

PROPERTY

- DIC – Flood / EQ / Wind
- Inland Marine
- Ocean Marine
- All Risk Occupational Hazard
- All Risk Distressed
- Other

FINANCIAL SERVICES

- D+O – Public
- E+O / Professional
- EPLI
- Financial Institutions
- Securities Broker
- Attorney's E+O
- Healthcare / Med-Mal
- Other

List specializations of your firm: _____

Please provide total premium volume for the past 3 years:

Year	Personal	Commercial	Total	% Surplus Lines
	\$	\$	\$	%
	\$	\$	\$	%
	\$	\$	\$	%

List other wholesalers your firm currently uses:

Have principals or key broker(s) done business with Worldwide in the past? Yes No

List the state(s) where your firm has P&C/Surplus Lines license(s)?

State	License#	P&C	SL
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

(Use an additional sheet, if necessary)

Does the firm maintain a separate trust account segregating fiduciary funds? Yes No

Completed by: _____

Title: _____

Date: _____

WORLDWIDE FACILITIES, LLC BROKERAGE AGREEMENT

This Agreement is made this 7th day of May 2018, by and between Worldwide Facilities, LLC hereinafter referred to as "Wholesaler" and _____ hereinafter referred to as "Retailer".

WITNESSETH

Whereas, the Retailer warrants and represents that it is a duly and properly licensed Insurance Broker or Retail Producer in those states, territories, and jurisdictions where it conducts an insurance business relevant to this Agreement, and

Whereas, the Retailer is desirous of obtaining from Wholesaler professional insurance services to assist Retailer with the placement of Insurance for the Retailer's customers,

AGREEMENT

ARTICLE 1: The Wholesaler authorizes Retailer and Retailer agrees to collect premiums for insurance placed by Wholesaler on the instructions of Retailer. The Wholesaler shall invoice Retailer for each placement or transaction and Retailer shall remit payment per the terms of the Wholesaler's invoice

ARTICLE 2: The Wholesaler agrees to pay to the Retailer and Retailer agrees to accept as full compensation for insurance produced by Retailer and placed by Wholesaler the rate of commission established by Wholesaler for each placement or transaction, per Wholesaler's invoice. For cancellations ordered or made by the Wholesaler, the Retailer shall remit to the Wholesaler a return commission at the same rate of commission invoiced by the Wholesale on any return premium regardless of whether the Retailer shall have collected the premium from the insured.

ARTICLE 3: The Retailer unconditionally guarantees prompt payment to the Wholesaler of all premiums due as stated in ARTICLES 1 & 2 above. For policies that are issued subject to premium audit by the insurer and as to which the Retailer or insured has arranged premium financing, the Wholesaler accepts no responsibility, in the event of cancellation of such policies, for paying the amount of return premium due to the premium finance company under premium financing agreements where the insurer determined, upon premium audit, that earned premium exceeds the financed premium. Retailer shall remain responsible for payment of return premium and related commissions, fees, and other charges regardless of financing arrangements.

ARTICLE 4: The Retailer agrees to collect all State and Federal taxes, Surplus Lines premium taxes, stamping fees, and all other applicable fees and charges, and to remit same to appropriate authorities or organizations in compliance with applicable law, regulations, and this Agreement, or as otherwise instructed by the Wholesaler. In the event a portion of the premium shall be returned by reason of a premium adjustment to or cancellation of the policy for any reason whatsoever, no amount of premium tax or other amounts shall be returnable by Wholesaler until recovered by Wholesaler and the amount to be returned shall in no event exceed the amount so recovered. The Retailer shall reimburse, indemnify, and hold the Wholesaler harmless unconditionally for the amount of any fees, penalties or other amounts incurred by or assessed against the Wholesaler due to Retailer's non-compliance with or violation of any law, regulation, or this Agreement.

ARTICLE 5: Having represented and warranted that it is properly licensed to transact and conduct an insurance business in accordance with this agreement, the Retailer, upon request of the Wholesaler, agrees to furnish the Wholesaler with current copies of all relevant licenses. The Retailer further represents and warrants that it is in compliance with all applicable laws and regulations relevant to this Agreement, and that it will continue to abide by and comply with all applicable laws and regulations, including local, state and federal tax laws. The Retailer also agrees that it will hold harmless, defend and indemnify the Wholesaler for and against any and all liabilities, fines, penalties, or other amounts attributable in whole or in part to the Retailer's noncompliance with or breach of this Agreement. Furthermore, the Retailer agrees to promptly inform the Wholesaler of any regulatory inquiries or disciplinary action.

ARTICLE 6: The Retailer agrees that it is fully and exclusively responsible for being familiar with the coverages, exclusions, terms and conditions of policies placed by the Wholesaler on the instructions of the Retailer and for advising the Retailer's customer regarding suitability of such coverages, exclusions, terms, and conditions. The Wholesaler is not an insurer and does not guarantee financial condition of insurers with whom it places risk. Furthermore, the Wholesaler is not liable for non payment of claims due to insurer insolvency.

ARTICLE 7: The Retailer agrees that it is deemed as the originator of all business placed with, by, or through the Wholesaler, regardless of whether another Retail Broker or Retail Producer is involved in the production of such business.

ARTICLE 8: Nothing in this AGREEMENT shall be construed as limiting or restricting the right of the Wholesaler to cancel any contracts of insurance issued under this AGREEMENT.

ARTICLE 9: The Retailer has no authority to bind or otherwise accept any risk on behalf of the Wholesaler.

ARTICLE 10: The Retailer agrees that it will maintain Errors and Omissions Insurance coverage at all times with coverage limits of at least \$1,000,000. The Retailer agrees to provide the Wholesaler proof of insurance at the request of the Wholesaler and further agrees to promptly notify the Wholesaler if coverage is ever discontinued or canceled.

ARTICLE 11: Retailer understands that Wholesaler will bind or place insurance solely upon the instructions of the Retailer and that the Wholesaler assumes and undertakes no legal obligation or other responsibility regarding the suitability, adequacy, or appropriateness of limits or coverage, all of which shall be the exclusive responsibility and obligation of the Retailer. The Retailer agrees to indemnify, defend and hold Wholesaler harmless from any and all liability, loss, expense, penalty, fine, attorney fees, costs of suit and other amounts associated with any claim asserted against or incurred by Wholesaler in reliance on the instructions of Retailer.

ARTICLE 12: In the event that Retailer issues an unauthorized or inaccurate quote, binder, certificate of insurance, or other evidence of insurance, Retailer shall indemnify, defend and hold Wholesaler harmless from any and all liability, loss, expense, penalty, fine, attorney fees, costs of suit and other amounts associated with any claim asserted against or incurred by Wholesaler. Retailer accepts sole responsibility for the issuance of accurate Certificates of Insurance and understands that Certificates of Insurance do not amend or alter the terms and conditions of an insurance policy.

ARTICLE 13: Retailer agrees to hold harmless Wholesaler, and Wholesaler agrees to hold harmless Retailer, from any and all of their respective negligent or wrongful acts, omissions, or conduct that would result in a financial or other obligation to the other.

ARTICLE 14: The parties to this Agreement, and each of them, agree to execute such other or further documents or instruments as may be reasonably necessary or appropriate to implement the terms and conditions of this Agreement.

ARTICLE 15: The parties to this Agreement, and each of them, agree that should any provision of the Agreement be found to be ambiguous in any way, such ambiguity shall not be construed in favor of or against any party to this Agreement, but rather by construing the terms of this Agreement fairly and reasonably in a manner to effectuate the intentions of the parties hereto.

ARTICLE 16: The parties to this Agreement, and each of them, and the signatories hereunder, and each of them, are represented by independent counsel, with whom each has fully discussed the terms and conditions of this Agreement.

ARTICLE 17: In the event it becomes necessary for any party to this Agreement to obtain the services of an attorney to enforce the provisions of this Agreement against any party who has breached any obligation set forth in this Agreement, the breaching party shall pay the attorneys' fees and related legal expenses and costs of litigation of the non-breaching party. In the event of any action for breach of or to enforce the provisions of the Agreement, the court in such action shall award the prevailing party attorneys' fees and costs of litigation in addition to any other recovery.

ARTICLE 18: Each of the persons executing this Agreement, on whose behalf the parties they purport to act, hereby represents and warrants that said persons are fully authorized to execute this Agreement on behalf of such party.

ARTICLE 19: Each of the persons executing this Agreement does so of their own free will and under no threat, menace, coercion or distress, whether economic or physical, from any party to this Agreement, or any of them. Said parties and signatories, and each of them, further acknowledge that they execute this Agreement acting on their independent judgment and upon advice of their respective counsel without any representation, express or implied, from any other party except as set forth herein.

ARTICLE 20: No breach of any provision of this Agreement can be waived unless done so in writing, executed by the waiving party. The waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

ARTICLE 21: This Agreement may be terminated at any time by mutual consent. It may also be terminated by either party at any time, with or without cause, giving to the other party written notice at least thirty (30) days prior to the desired termination date. However, any resulting termination shall not apply to risks which have been bound prior to the date of termination of this Agreement. Termination of the agreement shall not relieve the Retailer of financial responsibility in respect of risks bound prior to the termination date of this Agreement.

ARTICLE 22: This Agreement supersedes any and all previous agreements between Retailer and Wholesaler, and it may not be altered or modified except in writing over the signatures of both parties hereto. Any addendum to this Agreement shall also require the signatory of both parties thereto.

ARTICLE 23: This Agreement contains the entire agreement and understanding concerning the subject matter herein between the parties to this Agreement, and each of them, and supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. The parties to this Agreement, and each of them, hereby expressly acknowledge that none of them, nor any agent or attorney of any of them, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereto, induce any of them to execute this Agreement. The parties to this Agreement, and each of them, further acknowledge that none of them has executed this Agreement in reliance upon any promise, representation or warranty not expressly set forth herein.

WHOLESALER:

By:

Signature

Printed Name

Title

Witness Signature

Printed Name

Signed at:

City, State

Date

RETAILER:

By:

Officer Signature

Printed Name

Title

Witness Signature

Printed Name

Signed at:

City, State

Date

Federal Tax I.D.# / Social Security Number

Agent License Number & State

PLEASE PROVIDE PROOF OF E&O CARRIER & COVERAGE (ATTACH COPY HERETO) ALONG WITH COPIES OF ALL STATE AGENT/BROKER LICENSES.

Termination or revocation of Agent's licenses as above indicated will automatically suspend this Agreement as respect the placement of insurance business in the geographic areas to which such licensing applies.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

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

Also see *Special rules for partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

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

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.