

# FAX

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Monday, November 03, 2008

To: **BUTWIN INSURANCE GROUP  
Expanded Market Program**

**Fax: 516-466-4213**

**From**

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Number of pages (incl. cover): \_\_\_\_\_

Did you purchase another agent's book of business?  Yes  No

If yes, from whom? \_\_\_\_\_

Attached as checked:

- Brokering Agreement, (*completed and signed*)
- E&O certificate
- P&C License (& Corporate License, if applicable)



Welcome to BUTWIN's Expanded Market Program.

Both Allstate and I look forward to your participation in this ever expanding program.

## THE BUTWIN DIFFERENCE

- **Simple Communication** ... *Get started immediately. No Login or Password.*

**www.butwin.com**

One e-mail ([allstate@butwin.com](mailto:allstate@butwin.com)). One phone (516-466-4200). One fax (516-466-4213). You do not even need our staffs' names, direct e-mail, or direct dial phone extensions, our receptionist will direct everything. **E-mail is will provide the quickest response time.**

- **Fast Quotes**

Next morning turnaround time. Many items quoted within ½ day!

- **Certificates of Insurance ...BUTWIN will issue all Certificates!**

Although Allstate Agents are may issue Certificates themselves....

**Why would you want to??** All Certificate requests received in our office by 5:00 PM will be issued on the **same day!** Please complete the '[Certificate of Insurance Fax Request](#)' form on our website.

*Let us do the work!*

*It is our job and our pleasure to do all of this for you.*

- **Change of Broker Requests are gladly accepted ...Great way to write business!**

- **Broad Underwriting Appetite ...BUTWIN has over 25 Insurance Carriers available!**

Contractors, retailers, offices, service operations (i.e. printers, florists, haircutters), wholesalers, manufacturers

Large accounts (\$20,000 - \$500,000)

...large accounts must have a strong relationship between the prospect and the Allstate Agent

...large accounts are not for walk-ins or cold calls

## Nathan Butwin Company, Inc.

hereinafter Nathan Butwin Company, Inc. ("Nathan Butwin Company, Inc.") a New York Corporation, having an office at 60 Cutter Mill Road, Great Neck, New York, and \_\_\_\_\_ having an office at \_\_\_\_\_ hereinafter ("Producer"), in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. Nathan Butwin Company, Inc. Hereby appoints the Producer, and the Producer agrees to act on behalf of Nathan Butwin Company, Inc. as a producer in the solicitation of insurance. The Producer represents and warrants that it is, and will be throughout the term of this Agreement, duly licensed to receive commissions and perform all obligations contemplated hereunder.

2. The activities of the Producer are limited to the following state(s):

3. This agreement shall become effective on the date this agreement is duly executed by an authorized officer of Nathan Butwin Company, Inc.

4. The Producer agrees to transact all business with Nathan Butwin Company, Inc. in accordance with all applicable laws and Insurance Department rules and regulations in effect from time to time, as well as guidelines and instructions now in force or hereafter issued by Nathan Butwin Company, Inc. It is further agreed that the commissions specified herein may be modified, without prior notice, to conform legally with the commissions prescribed by any statute or by any ruling of the Insurance Department of the State of New York and/or the states listed in paragraph #2, above.

5. During the term of this agreement, Nathan Butwin Company, Inc. will pay, as full compensation for all services rendered in connection with premiums paid on policies issued effective on and after the date this Agreement shall become effective, commissions - as follows:

A. Commission Schedule:

- i) **50%** of commission received from carrier – **Commercial Automobile**
- ii) **40%** of commission received from carrier – **All other policies**

6. Subject to the terms and conditions of this Agreement, the Producer shall also be entitled to the above mentioned commission upon premiums paid on all policies renewed by it and upon additional premiums paid on policies written or renewed by it during the term of this Agreement. The Producer shall not be entitled to any commission on additional premiums for policies not written or renewed by it. If Nathan Butwin Company, Inc. shall return to any assured premiums for any period, the Producer shall repay to Nathan Butwin Company, Inc. the commission on the portion of the premiums so returned.

7. The Producer shall be responsible in a fiduciary capacity for all funds received or collected as Producer and shall not, without the express written consent of Nathan Butwin Company, Inc., commingle such funds with its own funds or with funds held by it in any other capacity.

8. The Producer shall be responsible for all premiums placed on the books of Nathan Butwin Company, Inc. through its office together with all premiums or monies collected by it in

connection with such business, provided this section applies only to those premium paid directly to the producer.

9. Premiums on all policies written by Nathan Butwin Company, Inc. shall be paid to Nathan Butwin Company, Inc. no later than the 30th day of the first month in which the policy or policies become effective or are shown on accounts current, provided this section applies only to those premiums paid directly to the producer.

10. All monies due to Nathan Butwin Company, Inc. by Producer must be paid promptly on the due date. In the event the monies due to Nathan Butwin Company, Inc. are not paid by the due date, Producer shall pay interest at the rate of prime plus two percent (2%). Prime shall be defined as the Applicable Federal Rate then in effect in accordance with the Internal Revenue Code and regulations. This section applies only to those premiums paid directly to the producer.

11. The Producer shall report any insurance that is solicited to Nathan Butwin Company, Inc. by delivering such report directly to Nathan Butwin Company, Inc. or by depositing such report in the United States mail no later than the next business day following the day upon which any insurance is solicited. The Producer agrees to solicit and submit insurance policies as authorized and outlined by Nathan Butwin Company, Inc. Underwriting rules, guidelines and furnished manuals, instructions and bulletins. **THE PRODUCER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT IT DOES NOT HAVE ANY DIRECT, EXPRESS OR IMPLIED AUTHORITY TO BIND ANY INSURANCE COVERAGE ON BEHALF OF NATHAN BUTWIN COMPANY, INC. OR ANY COMPANY REPRESENTED BY NATHAN BUTWIN COMPANY, INC.**

12. The Producer has no authority to: a) make, alter, vary or discharge any contract; b) to extend a time for payment of premiums; c) to waive or extend any obligation or condition; d) to incur any liability on behalf of Nathan Butwin Company, Inc.; e) to withhold any monies due or to become due to Nathan Butwin Company, Inc.

13. If the Producer shall fail to report all business written by it or shall fail to pay to Nathan Butwin Company, Inc. premiums collected by it when due hereunder or shall otherwise breach this Agreement (any such event referred to as an "Event"), then all of its rights under this Agreement to commissions on all premiums then unpaid to Nathan Butwin Company, Inc. Shall thereby forthwith terminate and shall be held by Nathan Butwin Company, Inc. until a final accounting is performed with respect to the Producer. Any commissions due to Producer may be held by Nathan Butwin Company, Inc. and applied to offset Producer's obligations to Nathan Butwin Company, Inc. hereunder. Upon the occurrence of any such Event, Nathan Butwin Company, Inc. shall have the exclusive right in its discretion to (i) collect any and all outstanding accounts receivable due to Nathan Butwin Company, Inc. on business written through Nathan Butwin Company, Inc., (ii) solicit the renewal of any business previously written by Nathan Butwin Company, Inc. through the Producer, and (iii) sell or otherwise dispose of such renewals and expiration records relating thereto.

14. If any premiums for lines of insurance are not collected within thirty (30) days from the effective dates of the respective insurances requested by the Producer, the Producer agrees that it will be liable to pay and will pay to Nathan Butwin Company, Inc. the premium due upon such policy or policies, unless at or before the expiration of such thirty (30) days it either returns to Nathan Butwin Company, Inc. for cancellation, or notifies Nathan Butwin Company, Inc. to cancel, the policy or policies so outstanding, or as agreed in paragraph 10 above, and upon which the Producer is fully responsible for payment to Nathan Butwin Company, Inc. in accordance with the term of this contract all earned premium from their inception date.

15. The Producer shall be responsible for any additional premiums shown to be due under payroll audits or otherwise and (shall pay them to Nathan Butwin Company, Inc. within 20 days and will be billed under separate notice. If such payments are not paid within 20 days the

Producer must notify Nathan Butwin Company, Inc. and Nathan Butwin Company, Inc. will have the option to return the premium for direct collection. If notice is not given within 20 days then the Producer will be held responsible for the premium. If the premium is sent back for direct collection then the Producer shall not be entitled to any commission thereon.

16. Audits and copies of the Producer's records and books may be made by any duly authorized representative of Nathan Butwin Company, Inc. This pertains to Nathan Butwin Company, Inc. accounts which are not paid according to paragraph 16. Nathan Butwin Company, Inc. agrees to provide one weeks advance written notice requesting access to audit materials.

17. The Producer shall not offer nor shall pay rebates on any line of insurance covered by this Agreement, nor shall it accept any merchandise or service of any character in payment of premiums.

18. The producer shall not publish or issue any advertising respecting Nathan Butwin Company, Inc. without first obtaining the written consent of Nathan Butwin Company, Inc.

19. All former contracts and/or agreements between the Producer and Nathan Butwin Company, Inc. are hereby canceled and the producer shall hereafter act for Nathan Butwin Company, Inc. under this Agreement only.

20. The Producer will take every reasonable opportunity to keep informed as to the condition of all risks covered by Nathan Butwin Company, Inc., and will promptly inform Nathan Butwin Company, Inc. of any material which might result in loss or render any risk undesirable.

21. The Producer shall promptly forward to Nathan Butwin Company, Inc. any information or documents regarding accidents, claims or suits that it may receive.

22. The waiver by Nathan Butwin Company, Inc. of any breach, default, neglect or misconduct of the Producer shall not be construed as a waiver of any of the terms, provisions or conditions hereof nor shall be construed as authority for the continuance of any such breach, default, neglect or misconduct.

23. Either party to this Agreement may terminate the same by giving 90 day notice to the other party and Allstate in writing, and the power of the Producer to collect and receive premiums shall end with the termination of this Agreement, and the Producer will immediately return to Nathan Butwin Company, Inc. or its duly authorized representative, a certified list of uncollected accounts, all unused supplies and other property of Nathan Butwin Company, Inc. Upon termination, the Producer shall be entitled to commissions that are paid or payable as of the date of termination, but in no event shall the Producer be entitled to commissions on insurance in force, or any renewal thereof, after the date of termination.

24. If the Producer is included in an error and omission policy covering both Nathan Butwin Company, Inc. and the Producer, Nathan Butwin Company, Inc. may require the Producer to be responsible for any deductible amount that is payable as a result of any error or omission of the Producer in connection with this agreement. If the Producer is not included in an error and omission policy including both Nathan Butwin Company, Inc. and the Producer then Producer agrees to indemnify and hold Nathan Butwin Company, Inc. harmless against all claims, loss, liability, cost and expense, including attorneys' fees, incurred by Nathan Butwin Company, Inc. in connection with any error or omission by Producer, the breach of this Agreement by Producer or the enforcement of Nathan Butwin Company, Inc.'s rights with respect thereto.

25. Producer acknowledges and agrees that it has received a material benefit by gaining access which it otherwise would not have to companies (each a "Nathan Butwin Company, Inc.") with which Nathan Butwin Company, Inc. has a relationship by agency contract, brokerage agreement, or other similar arrangement. During the term of this Agreement and for a period of one year following its, the Producer shall not, without the prior written consent of Nathan

Butwin Company, Inc., (i) pursue or accept a direct license from any Nathan Butwin Company, Inc. or (ii) attempt to broker such business through or to another agent or broker for the purpose of accessing a Nathan Butwin Company, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

NATHAN BUTWIN COMPANY, INC.

NATHAN BUTWIN COMPANY, INC.

Date Nathan Butwin Company, Inc. Signs  
\_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

PRODUCER:

Date Producer Signs:  
\_\_\_\_ / \_\_\_\_ / \_\_\_\_

x \_\_\_\_\_

\_\_\_\_\_  
(Print name here)

Agent Name \_\_\_\_\_

Allstate Agent # \_\_\_\_\_

Business Address \_\_\_\_\_

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

Social Security # or Federal Tax ID # \_\_\_\_\_

Phone # (\_\_\_\_) \_\_\_\_\_

Fax # (\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_

# 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/<br><input type="checkbox"/> 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  |  |  |   |  |  |
| 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.

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

|                        |
|------------------------|
| Social security number |
| +             +        |

or

|                                |
|--------------------------------|
| Employer identification number |
| +                              |

## 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. 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 4.)

Sign Here      Signature of  
U.S. person ►

Date ►

## 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.

**U.S. person.** 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.

**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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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 recipient 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 (after December 31, 2002). 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.

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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

## **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 social security card. 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 social security card 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).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**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 From Backup Withholding**

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 recipients listed above, 1 through 15.

| <b>IF the payment is for . . .</b>   | <b>THEN the payment is exempt for . . .</b>  |
|--|--|
| Interest and dividend payments   | All exempt recipients except for 9   |
| Broker transactions  | Exempt recipients 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 recipients 1 through 5  |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt recipients 1 through 7 <sup>2</sup>  |

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

<sup>2</sup>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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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.** Writing "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 recipients, see *Exempt From Backup Withholding* 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.

## 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 <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 5. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 6. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 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   |

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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.)

**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, and the District of Columbia 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.