



*A Tradition of Service, Founded on Trust.*

Thank you for your interest in placing business with Glatfelter Public Practice programs. The following paperwork is required prior to placing business:

- Two Broker Agreements - Sign in Duplicate. Both broker agreements must be signed by an officer of your organization and returned with your initial paperwork for signature by an officer of GPP. A fully executed copy will be returned for your files.
- Agency Questionnaire – Complete both pages in their entirety. Include complete information for the agency principal.
- W 9 Taxpayer ID form - Must be completed and signed by an officer of the organization.
- Carrier Appointment – FL, MD, NM, VA, TX or WI domiciled licensees must complete background investigation release forms on behalf of: 1) the agency, and 2) the agency principal or licensed officer who supports the agency license. A Summary of Your Rights Under the Fair Credit Reporting Act is attached. The type of background investigation the carrier requests is limited to criminal records, it is not a credit history check and will not impact credit rating scores.

**Include the following items when returning the above completed documents:**

- current Errors & Omissions Declarations page clearly reflecting your agency name,
- current license of agency, and
- current license of the agency principal or officer who supports the agency license.

If you have any questions, please contact our Licensing Department at 800-233-1957.

Return all forms to:

**The Glatfelter Insurance Group  
Licensing Department  
PO Box 2726  
York, PA 17405**

## BROKER AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Arthur J. Glatfelter Agency, Inc., T/A Glatfelter Insurance Group of 183 Leaders Heights Road, P.O. Box 2726, York, PA 17405, hereinafter referred to as "General Agent," and \_\_\_\_\_ of \_\_\_\_\_, possessing current Producer/Broker/Agent License No. \_\_\_\_\_ in the State of \_\_\_\_\_, hereinafter referred to as "Broker." General Agent and Broker, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, do covenant and agree as follows:

### **I. RELATIONSHIP OF THE PARTIES AND GENERAL DUTIES.**

General Agent develops specialty insurance programs and markets such programs through various local insurance producers/brokers/agents. In any transaction or business arising hereunder. General Agent shall have the legal status of agent for the insurance companies and Broker shall have the legal status of broker representing the insured. Broker agrees that it is not an agent or representative of General Agent or any of its insurance companies, notwithstanding that General Agent may have secured an appointment for Broker with one or more of General Agent's insurance companies.

A. The general duties and responsibilities of General Agent arising hereunder shall be:

1. To prepare proposals requested by Broker based on information provided by Broker. General Agent shall not be responsible for the accuracy, quality or completeness of any information provided by Broker when requesting a proposal.
2. To work with the insurance companies to facilitate delivery of policies, endorsements, audits, and loss control recommendations, and to coordinate company requests for information from Broker and Broker responses.
3. To receive claim reports from Broker and coordinate claim handling activity between the insurance companies, the Broker and Broker's insured.
4. To collect from Broker the net premium due the insurance companies, less Broker's commission.

B. The general duties and responsibilities of Broker arising hereunder shall be:

1. To secure complete and accurate information concerning exposures to loss of Broker's insured and to present this information completely and accurately to General Agent when requesting proposals.
2. To present proposals to Broker's insured in such a way that the insured understands its exposures to loss, the insurance coverages offered, how the offered coverages address the exposures to loss, and the coverage and premium options included in the proposals.
3. To be aware of changes in exposures to loss of Broker's insured as they may exist from time to time and to recommend coverage changes as necessary or reasonable to address any changes in exposures.
4. To vigorously pursue loss control recommendations in order to secure compliance with same by Broker's insured, and to comply with insurance company requests for information on Broker's insured.
5. To report any claims to General Agent within one working day of the date Broker learns of the claim and to cooperate with General Agent, its insurance companies, adjusting firms and attorneys in the investigation, adjustment, settlement or payment of any claim, or any other response thereto.
6. To carefully document all contacts with Broker's insureds with regard to duties 1, 2, 3, 4 and 5 above.
7. To pay by the due date specified all premiums for policies, endorsements and audits as billed by General Agent.

### **II. BINDING/SETTLING AUTHORITY.**

In no event, nor under any circumstances whatsoever, shall this Agreement be interpreted or construed to the effect that Broker may bind General Agent or any company or underwriter represented by General Agent. All binding authority shall vest and remain in General Agent and the insurance companies. Applications must be received by General Agent prior to the proposed effective date. Any documents required by General Agent must be attached to the application when submitted by Broker. Nothing herein contained shall be construed as giving Broker authority or permitting Broker to adjust, settle, compromise or pay any claim. Broker shall not appoint, retain or engage any adjuster or attorney to represent General Agent or any insurance company regarding any claim.

### **III. BROKERS LICENSE.**

Broker represents and warrants to General Agent: that its above-referenced brokers license (or, where legally applicable only, agent license) is now and at all relevant times hereafter shall remain in full force and effect in the State of its domicile; that it shall be duly licensed in each State where it solicits business for the types of insurance arising hereunder; and that all solicitation and submissions by Broker hereunder shall be in accordance and compliance with all relevant state, federal and local laws and regulations. Broker agrees that General Agent shall have the right to deny the binding of any insurance, and/or shall have all right, title and interest in commissions otherwise due Broker in the event acceptable evidence of relevant current licensing is not on file with General Agent.

### **IV. COMMISSIONS AND RELATED MATTERS.**

A. Commissions, Premiums and Cancellations.

1. General Agent agrees to allow Broker commissions on insurance business effected by General Agent hereunder in accordance with General Agent's applicable scale of commissions under the circumstances, or as mutually agreed.
2. Broker shall make payment to General Agent of the net premium of each item of coverage effected by General Agent within 25 days from the effective date of coverage, whether or not the premium therefor has been collected by Broker from the insured.
3. The foregoing shall not be deemed waived, released, forgiven, nor shall it be deemed a novation if for any reason, upon the failure of Broker to pay the premium as above set forth, General Agent shall seek to collect the same from the insured, it being agreed that under such circumstances General Agent shall be acting in all respects as attorney in fact for Broker, which relationship shall be deemed to be a consideration for entering into this Agreement on the part of General Agent. On premiums so collected by General Agent, Broker waives right to any commission on such premiums. To protect General Agent against such failure by Broker to pay sums due General Agent under this Agreement or otherwise, Broker hereby assigns to General Agent, as security, but not in payment therefor, all sums due or to become due Broker from the insured or insureds for whom such contract of insurance or endorsement was procured, with full authority in General Agent, to demand and effect collection of same. Broker agrees that it shall sign all forms requested by General Agent and hereby authorizes General Agent to execute such forms for Broker to further evidence the assignment hereby made and hereby authorizes General Agent to notify all insurance companies of the assignment made under this paragraph.
4. Broker acknowledges that coverages effected by General Agent at the request of Broker are not subject to flat cancellation and will be cancelled short rate unless otherwise specified. Cancellations at the request of insurance carriers with which coverages are effected will be on a pro rata basis. Broker agrees to refund ratably to General Agent commissions allowed to Broker on all policies that may be cancelled and/or the premiums that may be reduced at the same rate at which such commissions were originally allowed to Broker (gross less Broker commission) within 30 days after Broker is advised of the cancellation or reduction adjustment.
5. Balances not paid by Broker to General Agent by the due date shall be subject to late charges and/or service fees as assessed by General Agent and/or cancellation of policies.
6. Anything heretofore to the contrary notwithstanding, in the situation where premium for a policy or policies, which have been issued, cannot be fully

determined in advance and where an adjustment or determination after a specific time period by audit or otherwise, shall have been made, then the amount of such additional premium due shall be paid by Broker to General Agent within thirty (30) days after such additional amount shall have been determined and billed.

- 7. When financing is arranged by Broker with a finance company, Broker will be responsible for all procedures necessary to consummate the finance agreement, and it will be Broker's responsibility to remit to General Agent all balances due by the required date, whether broker has received a check from the finance company or not. Unless General Agent receives the gross amount of the premium from the finance company, the responsibility for remitting any funds due it because of return premium will rest solely with Broker. In the event a financed premium is cancelled and the premium has been refunded to the premium finance company, Broker must immediately refund any unearned commissions due to General Agent. Any credit extended by Broker to the insured or any others, to whom policies are being issued, shall be a Broker's sole risk and premiums shall be paid to General Agent by Broker when due, whether or not they are collected by Broker.

B. Miscellaneous.

- 1. All monies and securities received or collected by Broker except the amount of Broker's commission included therein, shall be securely and honestly held by it in a trust capacity and, while so held, shall not be used in a manner inconsistent with the insurance law, insurance code, or insured regulations of the State Involved.
2. The parties agree that in the event of termination of this Agreement, Broker having accounted for and paid over all premiums for which he is or may be liable, Broker's records, customer lists and use and control of expirations shall remain the property of Broker and be left in his undisputed possession; otherwise, the records, customer lists and use and control of expirations shall be vested exclusively in General Agent.

V. ERRORS AND OMISSIONS INSURANCE.

Broker warrants and represents to General Agent that Broker now has in force and effect a valid and binding contract of liability insurance covering Broker for damages occasioned by errors or omissions alleged to have been caused by Broker. Said contract is written with \_\_\_\_\_, which carrier has its home office at \_\_\_\_\_, and said contract or policy was issued on \_\_\_\_\_, and bears No. \_\_\_\_\_, and expires on \_\_\_\_\_. Broker further warrants and represents that the premium for said policy has been fully paid and that Broker shall keep such policy, or one similar thereto, in full force and effect at all times during the continuance of this Agreement, in limits of not less than \$500,000 per occurrence. It is understood and agreed by the parties that General Agent will not transact business with any Broker who does not carry this minimum limit of error and omissions insurance, and this representation and warranty shall be deemed to be a consideration for entering into this Agreement on the part of General Agent.

VI. MISCELLANEOUS.

A. General.

- 1. Each party agrees it shall be solely liable for any error or omission caused solely by it, and shall indemnify, defend, and hold the other party harmless from each and every claim of alleged errors or omissions caused by, or related to any action or failure of such solely liable party, its agents, servants, principles, officers or employees, including reasonably incurred legal fees, costs, and disbursements of the indemnified party related to such claim or claims.
2. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Pennsylvania.
3. This Agreement may not be changed or modified except in writing and signed by the parties hereto.
4. The parties hereto agree that this Agreement shall not become effective until accepted by General Agent and, when accepted, shall supersede all previous broker agreements, whether oral or written, between the parties; and the parties agree that this Agreement contains all of the contractual arrangements existing between them relative to the brokerage relationship, and all other written or oral arrangements are deemed merged herein.
5. This Agreement may be terminated at any time by either party, upon ten (10) days written notice to the other party, sent by Registered or Certified Mail, Return Receipt Requested. Such termination, however, shall in no event effect the respective rights or liabilities of either party accruing up to the date of termination. Irrespective of termination in accordance herewith, any subsequent business placed by Broker with General Agent shall be deemed to be in accordance with the terms of this Agreement and as though Agreement were still in full force and effect.
6. Upon full execution of this Agreement, the terms hereof shall apply to all coverages then in effect or which may thereafter be effected by General Agent for Broker.
7. This Agreement shall inure to the benefit of and apply to General Agent, and all subsidiaries and affiliates of General Agent.
8. The failure of General Agent to enforce any of the terms, covenants and provisions of this Agreement shall not be deemed a waiver thereof.
9. General Agent shall not be responsible for Broker's expenses such as rentals, transportation, facilities, clerk hire, solicitor's fees, postage, advertising, exchange, personal local license fees or any other expense whatsoever.
10. Nothing contained herein or otherwise shall be construed as creating the relationship of principle/agent or employer/employee between General Agent and Broker. Broker shall be an independent contractor, and shall be free to exercise his own discretion and judgment with respect to the persons, firms or corporations from which Broker will solicit business.
11. In the event that any part or provision of this Agreement is ruled void or unenforceable for any reason, the remainder of this Agreement, at General Agent's option, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESS: \_\_\_\_\_
BROKER: \_\_\_\_\_
PRINT ENTITY'S TRUE LEGAL NAME OR BROKER NAME IF SOLE PROPRIETOR (NOT D/B/A)
By: \_\_\_\_\_
Signing Officer/Partner/Member's Title:

DO NOT COMPLETE GREY SHADED AREA
WITNESS: General Agent: Arthur J. Glatfelter Agency, Inc. T/A Glatfelter Insurance Group
By: \_\_\_\_\_
Title: \_\_\_\_\_

# AGENCY QUESTIONNAIRE

Broker # (assigned by GIG): \_\_\_\_\_

**GLATFELTER INSURANCE GROUP:** **Please indicate program(s) for which you intend to request quotes**

- Rural Special Districts Insurance Services       Community Works       SafetyFIRST  
 PRIME- Public Risk Ins. Made Easy       Textbook

An **Insurance Broker** is a person who represents an insured in the solicitation, negotiation or procurement of contracts of insurance, and who may render services incidental to those functions. By law, the broker may also be an agent of the insurer for certain purposes such as delivery of the policy or collection of premium.

An **Insurance Agent** is a person who solicits, negotiates or effects contracts of insurance on behalf of an insurer. His right to exercise various functions, his authority, and his obligations and the obligations of the insurer to the agent are subject to the terms of the agency contract with the insurer, to statutory law, and to common law.

An **Insurance Producer** is a term applied to an agent, solicitor or other person who sells insurance.

## **AGENCY INFORMATION** - Please Print or Type (Incomplete information will delay processing.)

Legal Entity OR Sole Prop. Name: \_\_\_\_\_

D.B.A. Name: \_\_\_\_\_

Principal Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Tax ID (required): \_\_\_\_\_ Entity Type:  Corp.  Sole Prop.  LLC  Partnership  
 Other \_\_\_\_\_

Agency Resident State Lic. # \_\_\_\_\_ Resident State: \_\_\_\_\_

National Producer Number: \_\_\_\_\_

Agency License Type (check all that apply)       Agent       Broker       Producer

Agency Lines Held (check all that apply)       Life       Accident/Sickness       Property/Liability

E & O Carrier: \_\_\_\_\_ - **Required/ Attach copy of Certificate of Insurance**  
Limit: \_\_\_\_\_ (Suggested limit \$5,000,000)

Fidelity Carrier: \_\_\_\_\_ - **Attach copy of Certificate of Insurance or Bond**  
Limit: \_\_\_\_\_ (Suggested limit \$1,000,000)

### PHYSICAL LOCATION ADDRESS

Str. Address-1: \_\_\_\_\_

Str. Address-2: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

### MAILING ADDRESS (If Different)

Str. Address: \_\_\_\_\_

PO Box: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_

Toll Free Number: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Billing Contact's Name: \_\_\_\_\_ Please Print Ph. Number: (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_

Billing Contact's e-mail: \_\_\_\_\_

**AGENCY and AGENT INFORMATION**

1) Complete the following for the individual(s) who support the agency licenses (P&C, Life, A&S).

	Individual who supports Agency <u>P&amp;C</u> License	Individual who supports Agency <u>Life, A&amp;S</u> License
Indv. Name:	_____	_____
Indv. Res. Agent Lic. #:	_____	_____
Resident Lic. State	_____	_____
National Producer #:	_____	_____
*Soc. Sec.# (required):	_____	_____
e-mail address:	_____	_____
Agent Type (check all that apply)	<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Producer	<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Producer
Lines Held (check all that apply)	<input type="checkbox"/> Life <input type="checkbox"/> Accident/Sickness <input type="checkbox"/> Property/Liability	<input type="checkbox"/> Life <input type="checkbox"/> Accident/Sickness <input type="checkbox"/> Property/Liability

2) Complete the following for agent(s) who will personally service accounts.

	Agent	Agent	Agent
Indv. Name:	_____	_____	_____
Indv. Res. Agent Lic. #:	_____	_____	_____
Resident Lic. State	_____	_____	_____
National Producer #:	_____	_____	_____
*Soc. Sec.# (required):	_____	_____	_____
e-mail address:	_____	_____	_____
Agent Type (check all that apply)	<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Producer	<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Producer	<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Producer
Lines Held (check all that apply)	<input type="checkbox"/> Life <input type="checkbox"/> Accident/Sickness <input type="checkbox"/> Property/Liability	<input type="checkbox"/> Life <input type="checkbox"/> Accident/Sickness <input type="checkbox"/> Property/Liability	<input type="checkbox"/> Life <input type="checkbox"/> Accident/Sickness <input type="checkbox"/> Property/Liability

Lic. Contact's Name: \_\_\_\_\_ Ph. Number: (\_\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_  
Please Print

Lic. Contact's e-mail: \_\_\_\_\_

**Note: We must have a copy of the insurance license on file for both the agency and/or the individuals specified above. Please forward all requested items to:**

**Glatfelter Insurance Group  
 Licensing Department  
 PO Box 2726  
 York, PA 17405**

\*Certain personal information is required to synchronize our licensing database system with the National Producer Database which ensures we have the most current license and appointment data available. We collect and maintain licensing data to meet compliance guidelines required by our carriers, the applicable Departments of Insurance and as required by insurance law and regulation.

\***PRIVACY:** We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. For more information visit: <http://www.glatfelters.com/privacypolicy.htm>

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS**  
**(All states except California, Minnesota, and Oklahoma)**

**AGENCY**

(Separate forms must be completed for each agency, including any subsidiary, affiliate, or predecessor firm)

This Disclosure and Authorization is provided to you in connection with your pending appointment as an agent or producer by **American Alternative Insurance Corporation** ("Company") in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by the Company for purposes of your functioning as, or seeking to function as, agent or producer ("Agent") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Agent appointment. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the appointment and your background as it pertains thereto. To the extent required by law, the Background Reports we procure under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

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**AUTHORIZATION:** I am seeking appointment as an Agent of the Company as defined above. I have read and understand the above Disclosure and Authorization and by my signature below, I consent to the release of Background Reports to the Company, for purposes of investigating and reviewing such proposed appointment and my status as an Agent. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Disclosure and Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

_____ (Authorized Signature)	_____ (Tax Identification Number)
_____ (Printed Name of Agency)	_____ (Date)
_____ (Business Address / City / State / County/ Zip Code)	
_____ (Business Telephone Number)	

Witness: \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS**  
**(All states except California, Minnesota, and Oklahoma)**

**INDIVIDUAL**

**(Separate forms must be completed for each principal, officer, and licensed producer)**

This Disclosure and Authorization is provided to you in connection with your pending appointment as an agent or producer by **American Alternative Insurance Corporation** ("Company") in one or more states within the United States. Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for review by the Company for purposes of your functioning as, or seeking to function as, agent or producer ("Agent") of Company or of any business entities affiliated with Company ("Term of Affiliation") for which a Background Report is required by a department of insurance reviewing any Agent appointment. Background Reports requested pursuant to your authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The purpose of such Background Reports will be to evaluate the appointment and your background as it pertains thereto. To the extent required by law, the Background Reports we procure under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

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**AUTHORIZATION:** I am seeking appointment as an Agent of the Company as defined above. I have read and understand the above Disclosure and Authorization and by my signature below, I consent to the release of Background Reports to the Company, for purposes of investigating and reviewing such proposed appointment and my status as an Agent. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to CRA retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law.

I understand that I may revoke this Disclosure and Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to any CRA that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) the expiration of the Term of Affiliation, (ii) written revocation as described above, or (iii) twelve (12) months following the date of my signature below.

A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

(Signature of Individual)	/
(Printed Name of Individual)	(Social Security Number/Date of Birth)
(Residence Address/City/State/County/Zip Code)	(Date)
(Current Business Address/City/State/County/Zip Code)	(Residence Telephone Number)
	(Business Telephone Number)

WITNESS: \_\_\_\_\_

# A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the [complete text of the FCRA](#), 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING	PLEASE CONTACT
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552* 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 * 202-720-7051

## 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"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	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. 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.)

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

A person who is required to file an information return with the IRS, must 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.

In 3 above, 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.

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.

**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 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,
2. You do not certify your TIN when required (see the Part II instructions on page 4 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 regarding 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).** 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.

IF the payment is for . . .	THEN the payment is exempt for . . .
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](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer 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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
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.) Also see *Special rules regarding 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.