



CARNEGIE GENERAL INSURANCE AGENCY
 P.O. Box 2595, Newbury Park, CA 91319-2595
 800.233.2442 Fax: 877.637.2401
 www.cgia.com
 TX License #1514712

PLEASE COMPLETE
 AND MAIL THIS
 APPLICATION TO US
 ALONG WITH COPIES
 OF YOUR LICENSE
 AND E&O.

TEXAS PRODUCER APPOINTMENT APPLICATION FORM
 (Please submit 1 copy of this page for each office)

Agency Name: _____ Telephone: (____) ____ - ____
(This will appear on all correspondence.) (Phone number to appear on insured correspondence.)
 Mailing Address: _____ Fax Number: (____) ____ - ____
 City: _____ County: _____ State: _____ Zip Code: _____
 Street Address (if different): _____

AGENCY INFORMATION

E-mail Address (if applicable): _____

INDIVIDUAL

PARTNERSHIP

CORPORATION

of Employees: _____

of Licensed Employees: _____

NAME OF OWNERS OR OFFICERS	TITLE	RESIDENCE ADDRESS	PHONE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

LICENSING/APPOINTMENT INFORMATION:

If we are to appoint a firm or corporation, please give us the name of the firm or corporation, address and each individual authorized to act for the firm or corporation as registered with the Department of Insurance; as well as, the license number issued by the Department of Insurance.

For individual licenses, please provide the following information:

EXACT FULL NAME	RESIDENCE ADDRESS	LICENSE NUMBER & EXPIRATION DATE	TAX ID OR SSN#	HOW DO YOU PREFER TO BE CONTACTED: PHONE, FAX, EMAIL, IN PERSON
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PERSONS TO CONTACT FOR:

Accounting: _____ E-mail _____

Underwriting: _____ E-mail _____

Marketing Visit (Point of Contact): _____ E-mail _____

REMARKS: _____

For CGIA use only
 *Assigned Producer Code *

Years in Business: _____ Approximate Volume: _____

Bank Reference: _____ Address: _____

Trust Account Number: _____

Please list satellite offices, if applicable: _____

Address: _____ Address: _____

Contact Name: _____ Contact Name: _____

Phone: _____ Fax: _____ Phone: _____ Fax: _____

Email: _____ Email: _____

How do you advertise? _____ Normal business hours? _____

Which comparative rater does the agency use? _____

Have there ever been any Department of Insurance disciplinary actions against this agent? Yes / No (if yes, please explain)

Have you or the agency ever had an E&O claim? Yes / No (if yes, please explain) _____

COMPANY REPRESENTATION

NAME	ADDRESS	ANNUAL VOLUME	# OF YEARS REPRESENTED	LOSS RATIO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

HAVE YOU ATTACHED?:

Current Producer license

Current E & O policy



This information must state your Agency's DBA

The information must show your DBA, if applicable.

OWNER/PRODUCER SIGNATURE

NOTE: Mail, fax, or email the Producer Appointment Application Packet with supporting documents to:

Attn: Marketing Department
Carnegie General Insurance Agency
P.O. Box 2595
Newbury Park, CA 91319-2595

Fax: (877) 637-2401
Email: marketing@cgia.com



CARNEGIE GENERAL INSURANCE AGENCY

P.O. Box 2595, Newbury Park, CA 91319-2595

800.233.2442 fax: 877.637.2401

Texas License #1514712

Agency Agreement

This Agreement is entered into on _____ (effective date) by and between Carnegie Agency, Inc. dba Carnegie General Insurance Agency, hereinafter designated as "General Agency," and the undersigned, hereinafter designated as "Agent."

Whereas, General Agency wishes to distribute insurance through Agent's office and Agent wishes to sell insurance from its office.

Now, for the mutual consideration provided by General Agency and Agent, the sufficiency of which is hereby acknowledged, General Agency and Agent agree as follows.

A. Agent is authorized to:

1. Solicit and service policies of insurance on behalf of General Agency for those lines of insurance listed in Exhibit 1, Coverage Authorization / Commission Schedule; and
2. To receive, receipt and hold in trust insurance premiums due General Agency under this Agreement.

B. Agent is NOT authorized to:

1. Bind lines of insurance or limits of liability other than those specified in the Exhibit 1, Coverage Authorization / Commission Schedule of this Agreement.
2. Issue policies, endorsements, or cancellations, financial responsibilities filings, certificates of insurance, or filings required by governmental agencies.
3. Extend authority to represent General Agency to any other agent, broker, solicitor or sub-agent.
4. Give General Agency's rate data, Underwriting Guidelines, applications or supplies to anyone other than employees of Agent without written consent from General Agency.
5. Backdate the effective date of coverage on any policy, renewal or endorsement.
6. Adjust, negotiate or settle claims, or assign the adjustment of any claim.
7. Charge any policy or agency fees not expressly authorized by the Texas Insurance Code or the rules of the Texas Department of Insurance. Furthermore, any policy or agency fees charged to insureds must be disclosed to General Agency in writing.
8. Agent shall have no authority not specifically authorized in this Agreement, and Agent shall have no authority to extend the time for payment of premiums, or to change, alter, vary or waive any of the terms, requirements, or conditions contained in any application or policy.

C. Agent must:

1. Maintain in effect all licenses required by the State of Texas.
2. Allow inspection of Agent's books and records related to business placed with General Agency.
3. Bind only risks that meet General Agency's Underwriting Guidelines, which may be amended from time to time.
4. Strictly follow and comply with the General Agency's rules, Underwriting Guidelines, and rates.
5. Return applications, forms and materials as requested by General Agency.
6. Be an independent contractor, responsible for Agent's operating expenses, fees, and taxes associated with the operation of Agent's business.
7. Maintain a minimum of \$300,000 Errors and Omissions coverage with an insurer acceptable to General Agency.
8. Comply with all laws relating to the sale of insurance covered by this Agreement.
9. Report all losses and refer all claims inquiries to General Agency immediately when reported to Agent.
10. Notify General Agency within two (2) business days from the date of receipt of all complaints from insureds, claimants, or the Texas Department of Insurance and immediately forward to General Agency all notices of suits or suit papers that may involve General Agency.

D. General Agency will:

1. Issue policies, financial responsibilities filings, renewals, endorsements and cancellations.
2. Bill policyholders for monthly renewal premiums or monthly installment premiums as required.
3. Provide Agent with Underwriting Guidelines that will apply on the date coverage is bound.
4. Accept risks bound that meet General Agency's Underwriting Guidelines in effect at the time the risk is bound.

E. Commissions:

1. General Agency will pay Agent commissions for insurance policies written under this Agreement as specified in the Exhibit 1, Coverage Authorization / Commission Schedule applicable on the policy effective date. General Agency may amend the Exhibit 1, Coverage Authorization / Commission Schedule at any time by giving Agent advanced written notice of the change.
2. Agent will refund to General Agency any unearned commissions at the same rate that commissions were paid to Agent.
3. Agent waives their right to commissions on a policy's premiums once the policy enters the collection process.
4. General Agency may offset any commissions due Agent from General Agency against any other balances owed by Agent to General Agency.
5. General Agency will prepare a statement of premiums written and commissions due to Agent and mail it to Agent not later than the 15th day of each month, with a check for any commissions due to Agent.
6. No commissions are payable on any fee.

F. Suspension of Authority:

General Agency may suspend Agent's authority to bind, write new business, increase exposure on an existing policy, or accept premiums from insureds by notifying Agent in writing of such suspension.

G. Termination:

This Agreement contains the complete understanding between General Agency and Agent and supersedes all previous agreements, oral and written, and may be terminated immediately by either party at any time, upon written notice to the other.

This Agreement shall automatically terminate without notice when:

1. Agent does not have a valid and active license to do business as an insurance agent in the State of Texas.
2. There is any change in ownership or control of Agent.
3. Agent commits an act which is unethical and/or unlawful, as determined by General Agency in its sole discretion.
4. Agent fails to maintain Error and Omissions coverage.

H. Upon Termination of This Agreement:

1. Agent's authority under this Agreement ceases.
2. Agent will return all manuals, forms, and property furnished to Agent by General Agency.
3. If this Agreement is terminated and Agent promptly accounts for and pays to General Agency all premiums, commissions, or other monies which are due, then Agent's records, use and control of business and expirations shall remain the property of the Agent and be left in his undisputed possession; otherwise the records, use and control of business and expirations shall be vested in General Agency.
4. If termination is because Agent is not licensed to sell insurance, General Agency may appoint another agent to service the business produced under this Agreement.
5. Policies will continue in force to normal expiration, unless cancelled according to policy terms.
6. In the event that Agent goes out of business, abandons the business, stops servicing the business, or is terminated for cause (loses insurance license, fails to pay premiums when due, falsifies documents, makes false statements to either General Agency or any insurance company, fails to follow Underwriting Guidelines, etc.), Agent agrees to forfeit its claim to the book of business and future commissions.

7. In the event an insured wishes to change his or her Agent of record, General Agency will honor the insured's written request and the new Agent of record will earn all subsequent commissions effective at the time of the change.
8. General Agency will offer renewal of expiring policies if required to do so by law.

I. Premium Accounting:

1. Agent must forward to General Agency, on a gross basis, all premiums and fees paid.
2. All premiums collected by Agent must be held by Agent in a fiduciary trust capacity.
3. Premium Financing will not be accepted.
4. Agent may not extend credit to an insured.
5. Should Agent fail to pay General Agency any premiums, unearned commissions or other monies when due, Agent agrees to bear any collection or other expenses, including reasonable attorney's fees and court costs, expended by General Agency to enforce collection.
6. Omission of any item from a monthly statement shall not affect the responsibility of either party to account for and pay all amounts due the other and it shall not prejudice the rights of either party to collect such amounts.

J. Fiduciary Responsibility:

Funds received by Agent as premiums for insurance written under this Agreement shall be held by Agent in a fiduciary capacity in trust for General Agency. General Agency shall have a first lien on such funds. General Agency may deduct the amounts owed by Agent to General Agency from any compensation or amounts due Agent from General Agency.

K. Indemnification:

1. General Agency shall indemnify and hold Agent harmless for any liability, loss, damage, judgment, action, expense, and attorney's fees Agent sustains due to any representations, acts or omissions on General Agency's part or General Agency's failure to comply with the terms of this Agreement. Agent shall indemnify and hold General Agency harmless for any liability, loss, damage, judgment, action, expense, or attorney's fees General Agency sustains due to any representations, acts or omissions on Agent's part or Agent's failure to comply with the terms of this Agreement. This includes, but is not limited to, Agent's failure to promptly forward applications and premiums or to comply with restrictions on Agent's binding authority as set forth in General Agency's Underwriting Guidelines. This indemnification shall apply to any judicial, arbitral or administrative proceeding and shall survive the termination of this Agreement.
2. Agent shall have no right, claim or cause of action against the insurer, and shall look exclusively to the General Agent for the payment or satisfaction of any reasonable expenses, costs, and/or claims in connection with any action arising directly or indirectly, out of or in connection with any action taken or not taken by the General Agent.

L. Miscellaneous:

This Agreement:

1. Contains the entire understanding between Agent and General Agency.
2. Supersedes all previous Agreements between the parties, whether oral or written.
3. May not be altered or modified except in writing.
4. May not be assigned or transferred by either party without the prior written consent of the other party.
5. FUTURE PROGRAMS. Agent will be granted authority to submit business for any future program of the General Agency only upon written notification (including the list of coverages and commissions) from General Agency to Agent.
6. Shall be governed by and interpreted under the laws of Texas. Any provision in this Agreement that is contrary to the controlling law is deemed to be amended to bring it into compliance with that law. The judicial determination that any section of the Agreement is unenforceable shall in no way impair or affect the validity or enforceability of any other provision of this Agreement.

M. No Waiver; Notice:

1. In the event General Agency should not insist upon strict compliance with any of the terms of this Agreement or any provisions contained in General Agency's Underwriting Guidelines, such failure

shall not constitute a waiver or relinquishment on General Agency's part to insist upon such compliance at any other time or times.

2. Any notice required or permitted to be given under this Agreement shall be validly given or served in writing and delivered personally or sent by registered mail, return receipt requested, postage prepaid, to the address on the signature page of this Agreement, or to such other address as either party may hereafter designate in writing. Such notice shall be deemed delivered when deposited in the United States Mail with prepaid postage and addressed as indicated in this paragraph.

AGREEMENT: The parties hereto intending to be legally bound have affixed their hands this _____ day of

_____, _____ .

GENERAL AGENCY

NAME: Carnegie General Insurance Agency

PRINCIPAL SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

**P.O. BOX 2595
Newbury Park, CA 91319-2595**

AGENT

AGENCY NAME: _____

PRINCIPAL SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____



**Carnegie General Insurance Agency
Authorization Agreements for Electronic Funds Transfer (EFT)**

**AVOID
MAILING
DELAYS**

YOUR NAME

AGENCY NAME:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL ADDRESS:

PHONE NUMBER: () - FAX NUMBER: () -

FOR SWEEPING YOUR ACCOUNTS:

I would like to take advantage of the security and convenience of automated electronic payments for the following producer codes , or ALL OUR CODES

ATTACH A VOIDED COPY OF YOUR TRUST ACCOUNT CHECK.

IMPORTANT NOTICE: Electronic Funds Transfer will not begin until AFTER you have received confirmation. You will be notified via e-mail or fax once you have been set up.

I also authorize Carnegie General Insurance Agency to debit or credit my account for the following types of transactions:

- Carnegie EZ PASS - new business through a comparative rater bridge to Carnegie
- TelePay - payments made through Carnegie General's tele-submit system
- WebPay - payments made through Carnegie General's website

Furthermore, if any such electronic debit(s) should be returned as "non-sufficient funds", I authorize Carnegie General Insurance Agency to collect a returned item fee of \$20.00 per item by electronic debit from my trust account.

FOR ELECTRONIC COMMISSION DEPOSITS INTO YOUR ACCOUNT:

I would like to take advantage of the security and convenience of direct deposit of commission payments for the following Carnegie General Insurance Agency producer codes: , OR: ALL CODES

ATTACH A VOIDED COPY OF YOUR OPERATING ACCOUNT CHECK.

As a duly authorized check signer on the referenced financial institution account/s, I authorize Carnegie General Insurance Agency to perform scheduled or periodic electronic funds transfer debits and/or direct deposits to this account for payments due and/or commission payments when applicable.

For accounting purposes, I understand all electronic debits and/or credits should be reflected in my monthly bank statement that corresponds with the financial institution accounts (voided checks attached).

I understand and authorize all of the above agreements by my signature below.

AUTHORIZING SIGNATURE

DATE



INCLUDE A VOIDED COPY OF YOUR TRUST ACCOUNT CHECK and/or OPERATING ACCOUNT CHECK

Complete and mail this form to: Carnegie/Marketing, P.O. Box 2595, Newbury Park, CA 91319-2595, fax: 877-637-2401

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions
on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person [⊙]

Date [⊙]

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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.