

Homeland4one

Fairmont Premier Insurance Company Contracting/Appointment Checklist

Please be sure and complete all documents, initial each page and sign where indicated. Also return this checklist filled out with all the required documents attached to the address listed below.

- Fairmont Premier Personal Agent Information Sheet**
- Fairmont Premier Broker Agreement**
- Homeland4one Agreement & Commission Addendum**
- Fairmont Premier Waiver of Compensation**
(If agent wants commissions to be payable to him/her, then complete only the Broker's Agreement and W-9 in his/her own name. If an agent wants commission paid to his company, then complete the Brokers Agreement and W-9 in the company's name and the signing agent would also need to complete a waiver in their own name as well)
- IRS Form W-9**

Attach

- Current copy of insurance license for all States you/or your agency wish to be appointed in. Be sure all licenses are current. It is your responsibility to provide Homeland HelathCare and Fairmont with renewal information.**
- A copy of your current Errors and Omissions Insurance Contract.**
(If you are covered under your company's E&O policy please enclose a copy and a letter on your company's letterhead and signed by an officer of your company indicating that you are covered.)

Who Recruited You _____

Remember to check the requirements in the State you are writing business in to make sure you do not have to be appointed prior to soliciting business.

Commissions are paid on an "As Earned" basis only. Commissions will be paid directly to you by Homeland HealthCare, a licensed TPA based in Dallas, Texas.

**Send Completed Contracting and Appointment Paperwork to:
Homeland HealthCare
2435 North Central Expressway - Ste. 100
Richardson, TX 75080**

Fairmont Premier Insurance Company

Agent Information Sheet

1. Agent is : Individual Individual and Corporation (An individual needs to also be appointed who is eligible to sign on behalf of the Corporation)

2. Name of Individual Agent: _____

3. Social Security Number: _____

4. Company Name : _____

Principal Contact: _____

Federal Tax ID: _____

5. Business Mailing Address _____

(Street Address Only) _____ (Suite) _____

(City) _____ (State) _____ (Zip Code) _____

(E-Mail Address) _____ (Fax Number) _____

(Office Phone Number) _____ (Cell Number) _____

6. Resident Address: _____

(Street Address) _____ (Apt Number) _____

(City) _____ (State) _____ (Zip Code) _____

(Home Phone Number) _____

7. Date of Birth: _____

8. Type of License that you hold: Agent Broker

9. Resident State _____ License Number _____

Expiration Date _____

Non-Residence States _____

Enclose a Current Copy of your resident license and a current copy of any non-resident licenses for each state you are requesting an appointment. Also enclose a copy of your current Errors and Omissions Policy certificate.

10. Commissions will be paid to individual Broker unless they are assigned. (If Applicable see attached form. Complete and Sign to have commissions assigned.

11. Have you ever had your insurance license suspended or revoked? Yes No
(If Yes, explain in detail on a separate sheet of paper and attach to application)

Fairmont Premier Insurance Company
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12. Amount of Errors & Omissions coverage carried (per claim) \$ _____
(Fairmont requires a minimum of \$1,000,000 Errors & Omissions coverage at all times, except in the States of Alabama, Mississippi and California the State requires a minimum of \$2,000,000. If the agent is not directly named on the E&O certificate, a document from the Employer must be included stating the agent is employed by that company and covered under the agency E&O policy)

In making this application, it is understood that Fairmont Premier Insurance Company retains the right to request an Investigative Report regarding the character, general reputation, personal characteristics, credit report, criminal background report, and mode of living of the agent.

Applicants Name (Type or Print)

Applicants Signature (and Title if for Corporation)

(Date)

Internal Use Only

Appointment:	State _____	() Approved	() Declined	Effective _____
	State _____	() Approved	() Declined	Effective _____
	State _____	() Approved	() Declined	Effective _____
	State _____	() Approved	() Declined	Effective _____
	State _____	() Approved	() Declined	Effective _____
	State _____	() Approved	() Declined	Effective _____

RECRUITED BY _____ Fairmont Representative Only

Fairmont Premier Insurance Company Broker Agreement

This agreement, (hereinafter "Agreement". Between Fairmont Premier Insurance Company (hereinafter "Company") and _____

(Broker's Name)

(hereinafter "Broker") of _____

(City & State)

Is effective as of the _____ day of _____, 20 _____.

SECTION ONE – APPOINTMENT AND AUTHORITY

Company appoints and hereby authorizes Broker subject to the terms and conditions of this Agreement, to solicit and submit applications for insurance to the Company in the territory set forth in Section 2.

Broker agrees to perform those duties and responsibilities set forth in this Agreement, all schedules attached hereto and in the Company's manuals, rate books, rules and regulations.

This Agreement cancels and supersedes all previous contracts or agreements whether written or oral between the Company and Broker.

It is hereby stipulated between the parties that the Company is and for the term hereof engaged in the sale of health insurance products in Interstate Commerce and that as a result thereof, this Agreement is subject to arbitration under the Federal Arbitration Act.

SECTION TWO – TERRITORY

The Broker's primary State of residence is _____. States where Broker is licensed as a

Non-resident and also has the right to conduct Insurance Business are _____

_____.

However, said territory is not exclusively assigned to Broker.

SECTION THREE – RELATIONSHIP OF THE PARTIES

It is expressly understood and agreed that nothing herein contained is intended or will be construed to create the relationship of employer and employee between Company and Broker. The Company will not exercise any direction or control over the time or activities of the Broker or its employers. Any request to the contrary should be immediately reported to the Company. Broker is an independent contractor and shall be free to exercise judgment and discretion with regard to its conduct and business with the Company in accordance with the Company's guidelines and procedures.

(Broker's Initials)

SECTION FOUR – LIMITATIONS

The authority given with this Agreement is subject to the provisions and limitations contained herein and in the Company's operating guidelines, rate books, and rules and regulations. The Company may, from time to time, prescribe rules concerning conduct of the business covered herein and amend its guidelines, rate books and rules and regulations. The Broker's authority shall extend no further than is specifically set forth herein. This Agreement does not give the Broker the authority to alter, modify, waive, or change the insurance contracts written by the Company, nor to commit nor incur liability on behalf of the Company in any way or respect. The authority herein granted will end upon termination of this Agreement. The Broker is not authorized to publish or use any advertisement or circular respecting the Company, or naming or identifying it in any way without the written approval of the Company having first been obtained. No assignment of the Authority of the Agreement or of any commission accrued or to accrue in the future under this Agreement will be valid against the Company unless previously authorized in advance by the Company.

SECTION FIVE – LICENSING

The Broker will secure and keep renewed, at his own expense, a license in all the States within his territory in accordance with state requirements. Broker also agrees to send Company copies of renewal license certificates on a timely manner as they are received.

SECTION SIX – COMMISSIONS

1. Subject to all the provisions of the Agreement, Broker will be paid commission on premiums on an "as earned" basis for all groups secured by the broker directly or an override commission on groups where a Broker has agents under his hierarchy and they secured the business. In the event of the death of the Broker, payments, if any to be made, will be made payable to the estate of the Broker.
2. The Company shall have the right at any time and from time to time to change the premiums for its products and services. Any such change shall apply only to new business which shall be issued on or after the effective date of the change. Such changes will be in writing, signed by the Company and forwarded to the Broker with a minimum sixty (60) day written notice.
3. The Broker will not be entitled to commissions except on insurance fully affected through the instrumentality of the Broker or agents within his hierarchy. All commissions will be paid out according to the Commission Schedule attached herein. Any changes for a particular case or to be in effect going forward must be done in writing at the time the case is submitted to Company for underwriting and prior to the effective date of the coverage.
4. The Company will have a first lien on all commissions payable hereunder for any debt due from the Broker or his agents, and the Company may, at any time, deduct from monies due to the Broker or his agents under this Agreement, or from any other source, any debt or debts from the Broker to the Company.
5. It is mutually agreed that unless the Broker or his agents make demand for commissions hereunder or otherwise due within one (1) year from the date the commissions are earned, the Broker and his agents agree that commissions paid to him are correct; further, no arbitration action will be instituted by the Broker or his agents unless such action is brought within one (1) year from the date of said demand.

(Brokers Initials)

6. If the Broker or his agents replace any existing policies that are currently in place with other policies written by the Company, he will not be paid commissions on such business except to the increase in premium over policies which were replaced. For the purpose of this Agreement, it will be conclusively presumed that in cases which a previously solicited policy on the same person or group is written, the second policy is a replacing policy.
7. In the event any policy written by or through the Broker or his agents lapses and is not reinstated within one month from the date of lapse, the Broker or his agents thereafter will forfeit his right to renewal commissions on that policy, unless the Broker or his agent actually effects reinstatement as shown by the application.
8. Concerning certificates issued under Group Insurance Policies, commissions are payable only while the Broker or his agent is the Agent of Record as concerns the Group Insurance Policy under which the certificates were issued. In the event of the Company receiving a change of Agent of Record letter the change will go into effect immediately and the future commissions will be paid to the new Agent of Record provided they are duly appointed and licensed with Fairmont and in the State the client resides.
9. You will receive vesting of first year and renewal commissions as set forth in the attached Commission Schedule with regards to premiums collected by the Company in cash on business written and submitted by Broker to the Company under this Agreement, except that the Company will not be liable to you for any commission or renewal commission that accrue Or otherwise would become payable following the termination of the contract "for cause". Additionally, after termination of this contract by either the Company or the Broker, renewal commissions will cease to be payable if during the preceding twelve (12) month period the total of said commissions or renewal fees payable to Broker under this contract were less than One Hundred Dollars (\$100.00). This vesting supersedes and replaces all prior agreements as to vesting.

SECTION SEVEN- TERMINATION

1. This Agreement may be terminated at any time by either party without cause upon 30 days written notice to the other.
2. This Agreement may be terminated by either party in writing for cause which shall be defined as a material breach of this Agreement.
3. This Agreement will automatically terminate upon the death of the Broker or upon the failure of the broker to renew his license. If Broker is an individual, this Agreement will automatically terminate upon the death of the Broker or upon failure to renew his license or In the event of the State canceling his license for cause. If the Broker is a Corporation, then failure to renew its license or corporate dissolution will automatically terminate this Agreement.
4. The Brokers or his agents rights to commission will survive the termination of this Agreement unless:
 - a. The Broker or his agent is terminated for cause as set forth in Section 7.
 - b. The Agreement provides otherwise.

SECTION EIGHT – CONFIDENTIAL INFORMATION

Broker and his agents acknowledges that all information provided to him by the Company, including without limitation policy or claims information, shall be deemed to have been received in confidence by Broker or his agents and shall not be divulged to any third party without the prior written consent of Company, or except as is necessary for communicating with and servicing both existing and new policies or fulfilling Brokers or his agents obligations under this Agreement.

SECTION NINE – DOCUMENTS

All undelivered policies, certificates, rate books, account books, applications, marketing material and all other forms, all other books and papers connected with the business of the Company are and shall remain the property of the Company and shall be subject at all times to the direction and control of its authorized representatives. In the event of termination Broker agrees to stop immediately using any logo or other marketing or sales material of the Company or of Homeland HealthCare and agrees to immediately return said material

SECTION TEN – ARBITRATION

All disputes and differences between the two contracting parties arising under or relating to this Agreement, upon which an amicable understanding cannot be reached, shall be decided by arbitration pursuant to the terms of this Section. The parties agree and stipulate that the procedural provisions of the Uniform Arbitration Act (S.C. Code Ann. 15-48-10 et seq.) and/or the Federal Arbitration Act do not apply and are superseded by the terms hereof. The court of arbitrators provided for herein shall place a fair and practical construction upon this Agreement in light of the prevailing customs and practices in the health insurance industry.

The Court of arbitrators, which shall be held in Spartanburg, South Carolina at the home office of Consumer Health Solutions, shall consist of three arbitrators who must be corporate or divisional officers (with the title of Vice-President or higher) of life and health insurance companies familiar with the health insurance business, other than the parties hereto or their affiliates.

Within thirty (30) days of written demand of either party to arbitrate any dispute, each of the parties shall appoint an arbitrator, notifying the other party of the name and address of said arbitrator. The two arbitrators so appointed shall thereupon select a third arbitrator. If either party shall fail to appoint an arbitrator as provided herein, appoint an arbitrator to the other party, or should the two arbitrators so named fail to appoint a third arbitrator within thirty (30) days of their appointment, then in either event, the president of Consumer Health Solutions shall appoint such second and or third arbitrator. The three arbitrators selected or appointed shall constitute the Court of arbitrators.

The decision of the majority of the Court of arbitrators shall be final and binding and there should be no appeal there from except as specifically provided by law. A hearing shall be conducted by the Court of arbitrators if requested in writing by either party within thirty (30) days after receipt of the demand for arbitration. If not so requested in writing, a hearing would be waived and the arbitrators shall base their decision on such written submittals and materials as they shall receive from the parties. The Court of arbitrators shall not be bound by legal rules of procedure and may receive evidence in such a way as it deems appropriate and/or necessary. The arbitration award may be entered in court of competent jurisdiction.

The cost of arbitration, including the fees of the arbitrators and attorneys, shall be borne by the losing party unless said Court shall decide otherwise.

SECTION ELEVEN – GENERAL PROVISIONS

a) Corporations

If the Broker or his agent under this Agreement is a corporation, the Agreement must be signed by an authorized office of the corporation and the State of the incorporation must be shown. The personal pronouns “his” or “her” will be read as “its” as context requires.

b) Legal Action

Neither broker nor his agents shall institute any legal proceedings against any applicant, policy holder or other person, arising out of business transacted under this Agreement, without the prior written consent of the Company. Company shall have no liability for, and the Broker and his agents shall have no counterclaim, cross-demand, setoff or recoupment against Company for any commissions unless Broker or his agent’s accounts have been fully paid to Company and all terms and conditions of this Agreement are complied with.

c) Sub producers, Subagents, Assigns

Broker, by accepting this Agreement, agrees for itself and its sub producers, subagents, and assigns, to perform all the terms and conditions hereunder.

d) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. South Carolina shall have personal jurisdiction over the parties hereto and shall be the forum for any arbitration proceedings or legal action brought in relation to this Agreement.

e) Amendment or Modification of Agreement

This Agreement and the attached schedule(s) constitute the entire agreement and understanding between the parties. This Agreement may not be altered, modified or changed without an amendment in writing and signed by the Company and the Broker.

EXECUTED IN DUPLICATE AND EFFECTIVE _____

Broker: _____
(Name)

Date _____
(Broker Signature)

(Social Security Number)

(If incorporated, show State of incorporation)

Date _____
(Authorized Officer or Fairmont Representative)

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.)

Sign Here	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.

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

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

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

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

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 ¹	Generally, exempt recipients 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. 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 ID Numbers under Related Topics. 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. 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
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). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

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

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