



## Retailer Application

### IMPORTANT INFORMATION

**\*\* PLEASE READ \*\***

(Revised Aug 2011)

Thank you for your interest in doing business with CU Factory Built Lending a Division of San Antonio Credit Union. In order to preserve the financial soundness of our organization and that of our customers, as well as our other business “partners”, we ask that you complete the attached application in full. Please use your full legal entity name on all applicable documents.

**Retailer Application** (3 Pages, including cover)

**Sole Proprietorship/Partnership:** All principals/owners/officers must complete the application and sign the Authorization to Release Information.

**Corporation:** One principal/officer, as designated on the Corporate Resolution, should complete the application and sign the Authorization to Release Information.

**Authorization to Release Information** (pg.4) – Signature and date required

**Salesperson Information** (pg. 5) – Complete a separate form for each sales person on staff

**Signatory Authorization** (pg. 6) – Must be signed by each person authorized to sign contracts

**Corporate Resolution** (complete if applicable, pg. 7) – **Signature, date & corporate seal** are required

**For LLC’s submit Certificate of Status** (must be in good standing)

**Retailer/Developer Agreement** (6 pages) – **Signature, date & corporate seal** are required. If corporate seal is not available please include letter stating as such.

**Guaranty Agreement** (complete if applicable, pg. 14) – Signed and witnessed.

**W-9** – Must be signed and dated.

**In addition to completing the Retailer Application forms stated above, include the following items:**

**Two years business financials:** (Balance Sheet and Income Statement) **All Statements must be Accountant/CPA prepared (by a third party) with letter.** If IRS tax returns are used, copy all pages of the return including all schedules. The return must be completed and signed by an Accountant/CPA.

- *For Sole Proprietorship & Partnerships:* In addition to the above listed business financials, please include personal financial statements of owner and all partners. **All statements must be Accountant/CPA prepared (by a third party) with letter.**

**For Partnerships:** Copy of Partnership Agreement

**For LLC:** Copy of Operating Agreement

**For Corporations:** Copy of Articles of Incorporation

**Dealer License:** Copy of each location where applicable. Addresses must match information given on forms.

**Please mail completed retailer package and all additional documentation to the address below. Upon receipt, review and approval by CU Factory Built Lending, a welcome letter will follow. We look forward to establishing a prosperous business relationship with you and your staff!**

1717 N. Loop 1604 East, Suite 250  
San Antonio, TX 78232  
Phone: 800-598-9764, Fax: 800-598-9802



# Retailer Application

Date of Application: \_\_\_\_\_

Retailer Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Present Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

Manager: \_\_\_\_\_

Date Business Established: \_\_\_\_\_

Fiscal Year End: \_\_\_\_\_

Ownership (circle one): Sole Proprietorship

Partnership

Corporation

LLC

## Corporate Office Information (If different from above)

Corporate Office: \_\_\_\_\_

Location: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

Contact: \_\_\_\_\_

## Principals/Owners/Officers – Provide five year employment history. Attach separate sheets if necessary

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home City, State & Zip: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

Current Employer: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

Previous Employer: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

Previous Employer: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home City, State & Zip: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

Current Employer: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

Previous Employer: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

Previous Employer: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_



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Name: _____	Position: _____
Home Address: _____	Social Security #: _____
Home City, State & Zip: _____	% of Ownership: _____
Current Employer: _____	From: _____ To: _____
Pevious Employer: _____	From: _____ To: _____
Previous Employer: _____	From: _____ To: _____

### Additional Sales Locations

Location Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Manager: \_\_\_\_\_

Location Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Manager: \_\_\_\_\_

Location Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Manager: \_\_\_\_\_

Location Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Manager: \_\_\_\_\_



## Retailer Application

### Authorization to Release Information

I (We) authorize CU Factory Built Lending, A Division of San Antonio Credit Union (“CUFBL”) or its agents to obtain trade reports/credit reports and review/verify financials on an annual basis covering the borrowing entity, principals of the entity and all guarantors listed in the CU2CU Program Partner Application submitted to CUFBL. CU Partner further acknowledges that the signature below does not constitute a commitment or contract by CUFBL or its agents to make a loan.

Date: \_\_\_\_\_ CU Partner Name: \_\_\_\_\_

Printed Name of Officer: \_\_\_\_\_

Authorized Signature of Officer: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Printed Name of Officer: \_\_\_\_\_

Authorized Signature of Officer: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Printed Name of Officer: \_\_\_\_\_

Authorized Signature of Officer: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Printed Name of Officer: \_\_\_\_\_

Authorized Signature of Officer: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Printed Name of Officer: \_\_\_\_\_

Authorized Signature of Officer: \_\_\_\_\_

Title of Officer: \_\_\_\_\_



## Retailer Application

### Salesperson Information

Please copy this page and complete for each employed salesperson.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Employment History (minimum of 5 years)

Current Employer: \_\_\_\_\_ Date Of Employment: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Date Of Employment: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Date Of Employment: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Date Of Employment: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Date Of Employment: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_



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### Signatory Authorization

Upon execution of this "Authorization", (retailer's name) \_\_\_\_\_, having its principal offices at (address) \_\_\_\_\_

\_\_\_\_\_, hereby appoints the following employees to execute and deliver Sales Contracts and Legal Binding Documents to CU Factory Built Lending, a Division of San Antonio Federal Credit Union and its agents.

The following are samples of their signature"

Print or Type Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

This Authorization has been approved by the directors if a corporation, the partners if a partnership, or the owner if a sole proprietorship.

Executed on Behalf of:

Retailer: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Retailer Application

### CORPORATE RESOLUTION

To: CU FACTORY BUILT LENDING a Division of San Antonio Federal Credit Union ("CUFBL")

Subject: \_\_\_\_\_  
(Name of Retailer)

The undersigned certifies \_\_\_\_\_ To be the duly elected and  
(Name of Secretary)  
qualified Secretary or Assistant Secretary of \_\_\_\_\_, a Corporation  
(Name of Company)  
organized and existing under the laws of the State of \_\_\_\_\_. And that as Secretary: he/she is the  
Keeper of the Corporate records and Seal of said Corporation.

As Secretary of \_\_\_\_\_, I further certify:  
(Name of Retailer)

The following resolution was adopted by the Board of Directors of the Corporation at its meeting held on  
\_\_\_\_\_, 20 \_\_\_\_\_, at which meeting majority or quorum of Directors were present and voted in  
favor of these resolutions; and said resolutions are within the provisions of the Articles of Incorporation or  
By laws of said Corporation; and said resolution remains in effect and has not been modified or rescinded:

"Therefore, be it resolved, that, the following officer of the Corporation:

\_\_\_\_\_,  
(Name) (Title)

is authorized in the name of this Corporation to execute with CUFBL those agreements titled Retailer/Developer Agreement, Signatory Authorization, and such other agreements as such officer deems proper: from time to time supplement or amend any such agreement: the Board of Directors hereby ratifying, approving and confirming all that any of said officer has done or may do with respect to any of the foregoing. This resolution shall be delivered to CUFBL and shall remain in full force and effect until written notice of modification or rescission has been received by CUFBL. Such notification or rescission will not affect any documents previously executed under the resolutions contained herein."

In witness whereof, the undersigned has hereunto set his/her signature this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature  
(Assistant) Secretary

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### RETAILER/DEVELOPER AGREEMENT

This Agreement is dated \_\_\_\_\_, by and between \_\_\_\_\_ (“Dealer”) and CU FACTORY BUILT LENDING; A DIVISION OF SAN ANTONIO CREDIT UNION (CUFBL). For and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, CUFBL and Dealer hereby agree as follows:

1. Without any obligation on the part of Dealer to offer or upon the part of CUFBL to purchase, Dealer may from time to time offer, and CUFBL may from time to time purchase from Dealer, valid, combined retail home installment contracts for the purchase of manufactured/modular homes, and security agreements (individually referred to as “Contract” and collectively as “Contracts”) acceptable to CUFBL, at its sole discretion, evidencing a retail customer obligation arising from the bona fide sale and delivery of manufactured/modular homes by Dealer to the party specified as the buyer on the Contract (“Buyer”) in the regular course of Dealer’s business. If Dealer elects to offer a Contract to CUFBL and CUFBL elects to purchase the Contract, the sale and purchase of such Contract shall be governed by the terms of this Agreement.
2. Except as Dealer and CUFBL may otherwise agree with respect to a particular Contract, the purchase price of each Contract acceptable to CUFBL shall be a sum equal to the remaining amount unpaid of the amount financed as set forth in the Contract, decreased by a purchase charge, the amount of which shall be agreed to at the time the Contract is sold, and less any charges stated in each Contract for any insurance policies to be placed by CUFBL. If any Contract assigned and/or endorsed to CUFBL by Dealer does not bear a rate of finance charge acceptable to CUFBL, Dealer agrees that, at CUFBL’s sole option, Dealer will tender to CUFBL an amount necessary to bring the rate of finance charge to a level acceptable to CUFBL.
3. Except as to the express warranties in paragraph 5 of this Agreement and any warranties implied by law, all sales of Contracts to CUFBL shall be “without recourse” to Dealer.
4. In order to protect CUFBL from Dealer misrepresentation, inadequate supervision of employees, forgeries, fraud, violations of federal, state or local laws, regulations and ordinances, and any other claims or defenses connected with the sale or purchase of Contracts by CUFBL, Dealer covenants and warrants the following:
  - a. Any manufactured/modular home purchased by a Buyer and evidenced by the Contract purchased by CUFBL shall in all noticeable respects meet the structural design and manufacturing standards required by HUD for manufactured homes or BOCA or local building codes for modular homes, including any and all amendments thereto, at the time of sale;



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- b. Dealer has good title to and full right and power to sell the contract, and any and all contracts assigned by Dealer together with any collateral documentation. All information, documentation and amounts shown on the Contract or any document are true and correct, and the Contract correctly sets forth the selling price and any payments made to Dealer;
- c. The obligation evidenced by the Contract will be valid and enforceable against the Buyer in accordance with its terms, will be complete and regular on the face, and shall be free from all liens, set-offs or counterclaims;
- d. The signatures of all parties on the Contract or on any documents required by CUFBL are genuine, and if made in a representative capacity, duly authorized;
- e. All parties to the Contract (including any co-buyer, co-maker or guarantor) were of legal age and otherwise had legal capacity to the Contract at the time the contract was executed;
- f. The Contract arises from Dealer's completion of the retail sale and delivery of a manufactured / modular home to Buyer. No money was advanced or loaned directly or indirectly to Buyer unless such advancement was allowed by law to be made without requiring the Dealer to obtain a special license, or unless Dealer has obtained a license allowing it to make consumer loans, in accordance with state law and has provided a copy of such license to CUFBL. The amount financed, as set forth in the Contract, represents the amount owed by Buyer for the bona fide sale and delivery of a manufactured home by Dealer to Buyer and not for any other reason, unless expressly allowed by this Agreement;
- g. All federal, state and local laws and regulations pertaining to the transaction evidenced by the Contract now or hereinafter in effect, including but not limited to the Truth in Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Magnuson-Moss Warranty Act, Federal Trade Commission Act and trade regulation rules there under, and any and all laws regarding the repossession of a manufactured/modular home, have been fully complied with;
- h. Defects determined to exist in a manufactured/modular home sold by Dealer and evidenced by a Contract purchased by CUFBL shall be cured within a reasonable time after request by the Buyer or CUFBL;
- i. There was no information or knowledge of which the Dealer or its employees or agents were aware that was not brought to CUFBL's attention which would indicate the Buyer is other than solvent with reasonable ability to pay the obligation evidenced by the Contract and in all other respects is a reasonable credit risk;

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- j. Unless approved by CUFBL to do so, Dealer shall not provide the buyer any kind of written warranty with respect to the manufactured/modular home other than to deliver the warranty issued by the manufacturer of a particular manufactured home;
  - k. Dealer is a duly licensed manufactured/modular home dealer, if required by state law, and further, shall maintain any and all bonds which may be required by state law; and
  - l. The down payment shown on the Contract is true and correct and does not include any rebates. No payments have been made on the Contract except for a down payment.
5. Dealer agrees that every manufactured/modular home evidenced by a Contract purchased by CUFBL in which the insurance covering the home is sold or coordinated by the dealer shall be covered by such insurance and shall be in such amounts as are acceptable by CUFBL. All such insurance shall be with carriers approved by CUFBL. Further, Dealer warrants that the amounts charged any Buyer for insurance shall not be in excess of the amount permitted by state law and shall not be of a type or kind prohibited by any law. Any insurance premiums or charges included in the Contract have been or will be actually paid to the applicable insurance carrier. Where insurance coverage's are included in any Contract, Dealer will notify the applicable insurance carrier of the assignment of the Contract to CUFBL and request that CUFBL be named beneficiary or loss payee as applicable.
6. Dealer agrees to provide and maintain service on all manufactured/modular homes evidenced by Contracts purchased by CUFBL in accordance with standard practices and policies established by law, government regulation, the manufacturer and/or the distributor of the manufactured home(s).
7. Dealer agrees to furnish CUFBL with financial statements initially and thereafter prepared by someone who is independent of the Dealer and is qualified by education and experience to prepare such statements, together with such other documentation as CUFBL deems necessary to support its approval of the Dealer at the end of each calendar year, or immediately in the event of any unfavorable change in Dealer's financial condition. Dealer agrees to make appropriate entries on Dealer's books showing the absolute sale of such Contracts as may be purchased by CUFBL.
8. In the event of default (pursuant to the terms of the manufactured home retail installment contract and security agreement) by the Buyer of a manufactured home evidenced by a Contract purchased by CUFBL, Dealer agrees to assist CUFBL when practical, as agreed upon between CUFBL and Dealer, as follows:
  - a. To take possession of (repossess) the manufactured/modular home which is security for such Contract from written or verbal instructions from CUFBL unless prevented by law, inclement weather or legal proceedings from completing repossession within such time. Any such manufactured/modular home repossessed shall be conveyed to such location as Dealer & CUFBL may agree including, but not limited to, any of the Dealer's sales lots. Further, any such manufactured/modular home repossessed by Dealer shall be insured by CUFBL and

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- confirmed by Dealer prior to relocation against any and all losses which may occur during movement of the manufactured / modular home from its location to the location designated by CUFBL. In the event of loss, any insurance proceeds obtained by Dealer shall belong to CUFBL. Such manufactured / modular home shall be safely stored at Dealer's risk until a sale or other disposition is completed. Dealer shall be reimbursed for its repossession expenses upon delivery and CUFBL confirmation;
- b. To refurbish and repair such manufactured home upon CUFBL's instruction in an amount not to exceed that authorized by CUFBL, reimbursable upon completion and CUFBL's inspection;
  - c. To resell, pursuant to law at a reasonable price determined by CUFBL such manufactured/modular home. Dealer shall immediately upon consummation of resale tender the net proceeds of such sale to CUFBL after deduction of the resale commission for such an amount as authorized in writing by CUFBL and permitted by FHA; and
  - d. To exercise all diligence and effort in effecting a resale of any repossessed manufactured/modular home for CUFBL. In connection therewith, Dealer further agrees to exercise reasonable care to guard and protect the repossessed manufactured/modular home and its contents from fire, vandalism and malicious mischief. It is further agreed that the manufactured/modular home shall not be leased or occupied without the prior written approval of CUFBL. CUFBL shall not be responsible to Dealer for any manufactured home covered by this Agreement, unless agreed upon in writing.
9. It is understood and agreed that the mere execution of the assignment provision contained herein does not complete the assignments of Contracts to CUFBL and constitutes only CUFBL's conditional agreement to purchase Contracts. In addition to the execution of the assignment, all other requirements and/or regulations established by CUFBL must meet CUFBL's complete satisfaction. Furthermore, before CUFBL will purchase a Contract from Dealer, any discounts (also known as points) required to be paid by the manufacturer/dealer of the manufactured home evidenced by the Contract pursuant to the Government National Mortgage Association Mortgage-Backed Security Program must be paid in full by such manufacturer/dealer. Upon purchase of any Contract from Dealer, all payments (including principal and finance charge) accrued from the date of Buyer's execution of such Contract shall be paid to CUFBL and deemed fully earned by it.
10. Dealer agrees to indemnify, defend and hold CUFBL harmless from and against every claim, demand, damage, cost, loss, liability or expenses of any kind, including court costs and attorney's fees, arising out of or related to: (1) Dealer's breach of any representation or warranty contained in the Agreement; (2) any intentional misrepresentation or negligent act on the part of the Dealer, (3) any claims asserted by any obligor on any Contract which could have, and should have, been asserted against Dealer, regardless of the validity or enforceability of such claim or defense; and (4) any effort or conduct of Dealer's agents in endeavoring to obtain collection of a Contract or to obtain possession of property.
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11. Dealer shall promptly remit checks or any other form of payment received in respect to Contracts purchased by CUFBL, and hereby authorized CUFBL or its representatives to sign or endorse Dealer's name in a representational capacity on such payments. CUFBL may hold and apply any money, profit or Contracts of Dealer's which come into CUFBL's possession for any amount owing by Dealer to CUFBL. Dealer further authorizes CUFBL to execute any assignment of Contracts, notes and any other instruments necessary to effectuate the intent of the Agreement.
12. Pursuant to the provisions of the Fair Credit Reporting Act and in connection with retail installment sales transactions submitted to CUFBL for purchase, Dealer agrees to notify each prospective purchaser of CUFBL's name and local branch address when such purchase is intended for personal, family or household use.
13. Notice of the acceptance of this Agreement and all other notices to which Dealer otherwise might be entitled are hereby waived. Dealer waives presentment, demand, notice and protest on all contracts, and all other demands and notices, and consents that CUFBL may grant extensions of time, make compromises, settlement, releases or other arrangements with the purchaser or other person liable on the Contracts, and otherwise handle the making of collection in accordance with CUFBL's best judgment, without affecting Dealer's liability hereunder.
14. Dealer agrees that the acceptance of this Agreement does not in any manner create the relationship of agent and principal, or employee and employer between Dealer and CUFBL, it being the intention of the parties that the acts of Dealer under this Agreement shall be those of an independent contractor.
15. CUFBL's failure to exercise a right hereunder shall not operate as a waiver of said right, but right hereunder shall continue until all Contracts purchased have been fully paid. All rights and remedies herein provided are cumulative and no alternative.
16. This Agreement may be canceled at any time by either party hereto by written notice to the other party. Any such cancellation shall in no way affect Dealer's obligations and duties on Contracts purchased by CUFBL before the effective date of such cancellation.
17. Dealer acknowledges understanding of current FHA regulations regarding the manufactured home programs and hereby represents and warrants to CUFBL that it, its agents and its employees will comply fully with the requirements.
18. Dealer acknowledges that all agreements, covenants and warranties contained in the Agreement are material to the purchase of any Contract by CUFBL. This Agreement represents the entire agreement of the parties and supersedes all agreements, whether oral or written, existing prior to this date between the parties. No modification or alteration of the terms of this Agreement shall be binding on the parties unless agreed in writing and signed by their authorized representatives, but if



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any modifications or alterations are agreed to by the parties in writing, such modifications or alterations shall be incorporated in this Agreement as if fully contained herein. This Agreement shall also be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns, provided that Dealer may not assign this Agreement, voluntarily, involuntarily or by operation of law, without the express written consent of CUFBL. Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**(Name of Dealer)**

**CU FACTORY BUILT LENDING**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:** \_\_\_\_\_



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### GUARANTY AGREEMENT

In consideration of, and as an inducement to CU Factory Built Lending a Division of SACU (CUFBL) to enter into a certain Retailer Agreement of even date herewith, by and between

(Guarantor) of \_\_\_\_\_ (Retailer) and CUFBL, the Undersigned, jointly and severally, hereby covenant and agree that if at any time default shall be made by Retailer in performance of said Agreement, the Undersigned shall pay CUFBL, its successors or assigns, including CUFBL's designee assignee under the Retailer Agreement, such sums of money as is necessary to cure said default and for all damages, including attorney's fees, that may accrue by reason of said default.

The within Guaranty Agreement is direct and unconditional. Demand for payment, notice of nonpayment or nonperformance, diligence in collection and notice of acceptance of the within Agreement is hereby expressly waived.

IN WITNESS WHEREOF, the Undersigned hereby set their hands and seals at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

#### GUARANTOR

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

#### WITNESS

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<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 the "Name" line 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									
				-			-		

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

Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **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/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

## 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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 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 and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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](http://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](http://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 [IRS.gov](http://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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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. Grantor also must provide a Form W-9 to trustee of trust.

**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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS 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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.