



3118 Gulf to Bay Blvd Suite 333 Clearwater, FL 33759
phone 727.669.0140 fax 727.669.0191 email:mma@millsmehr.com

INDEPENDENT CONTRACTOR (1099) CHECKLIST/REQUIREMENTS

- Adjuster Information Sheet
- Independent Contractor/Vendor Agreement
- Fee Agreement
- Non-Compete Agreement
- W-9
- DFS Application for Temporary License (if not Florida Licensed)
- Application for Florida Corporation***
- Application for Work Comp Election to be Exempt***
- Holdback Agreement
- Copy of Adjuster's License
- Copy of Drivers License
- Copy of Social Security Card

Please complete all the above necessary forms. Once completed, please return them to me by either fax or email.

Mills Mehr & Associates requires all Adjusters to have access to a fax. Most assignments will be sent to you by fax. If we receive a busy signal, we will most likely assign the losses to another adjuster. Therefore, we strongly recommend Efax since it is rarely, if ever busy, and has almost unlimited capacity.

If you do not have a valid Florida Adjusters License, then we will file your DFS Application with the State for you. There is a cost of approximately \$75.00 for a temporary license/appointment. We will deduct this cost from your paycheck.

***Mills Mehr & Associates strongly recommends that you Incorporate. This will benefit you from a Liability standpoint and Mills Mehr & Associates from a Workers Comp standpoint. If you choose not to Incorporate, then Mills Mehr & Associates will reduce your commission rate by five percent (5%). We will file your paperwork for your Corporation as well as your Workers Comp Exemption form. Mills Mehr & Associates will deduct the cost for Incorporating and Exemption from your paycheck. The cost is approximately \$250.00. Mills Mehr & Associates is not profiting in any way for this time; we are simply keeping cost down and helping you protect your interest.

Please call me if you have any questions.

Gary Mills

Personal References:

Friend – Name: _____ Phone #: _____

Other – Name: _____ Phone #: _____

Closest Relative that does not reside at your home:

Name & Relationship: _____ Phone #: _____

Professional References:

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Licenses:

Please attach a copy of licenses.

Adjuster License #: _____ State: _____

E & O Insurance Carrier: _____ Policy #: _____

Driver License #: _____ State: _____

Auto Insurance Carrier: _____ Policy #: _____

Certifications:

Please attach copies of certificates or letters.

Company: _____ Date Certified: _____

Company: _____ Date Certified: _____

Company: _____ Date Certified: _____

Company: _____ Date Certified: _____

Have you had any special training? If so, please provide brief description.

Have you ever been convicted of a crime? Yes No If yes, please attach explanation.

Do you have a substance abuse problem? Yes No If yes, please attach explanation.

**I certify that the facts contained on the information sheet are true and complete. I authorize the investigation of statements and references contained herein.*

Signature: _____ Date: _____



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INDEPENDENT CONTRACTOR/VENDOR AGREEMENT

This agreement is entered into this _____ day of _____, 20____
by _____ Contractor/Vendor and Mills Mehr &
Associates, Inc., its affiliates and stockholders.

Witnesseth: _____

Whereas the contractor wishes to provide claims adjusting/multi-line services and the contractor is an independent contractor who performs those services for compensation and in consideration of this agreement the parties agree that the contractor will provide services related to the insurance claims adjusting business from his office in _____, Florida, for compensation as agreed by the parties. Services shall include investigation, estimating, appraisals and reporting. The contractor will provide his own estimating and reporting software. The contractor will provide any and all tools and equipment necessary to complete assignments.

The contractor will be duly licensed in the state in which he or she operates if that requires said license. The contractor will be duly certified to handle claims for any carrier that requires a certification.

The parties intend for an independent contractor relationship to be created by this contact. Mills Mehr & Associates, Inc., and its affiliates are only interested in the results achieved, and the conduct and control of the work will solely lie with the contractor/vendor. The contractor/vendor will work in a professional and businesslike manner. The contractor is not to be considered an employee of Mills Mehr & Associates, Inc., or its affiliates, for any purpose, and employees of the contractor/vendor are not entitled to any benefits that Mills Mehr & Associates, Inc., provides to any employees.

It is agreed and understood that Mills Mehr & Associates, Inc., does not agree to use the contractor/vendor exclusively, and the contractor/vendor is free to contract with other claims adjusting companies to provide similar services.

It is agreed that Mills Mehr & Associates, Inc., its affiliates and its stockholders are not obligated to withhold payroll taxes or to provide workers compensation insurance, errors and omission insurance, health or disability insurance, or to pay any payroll taxes in connection herewith. The contractor/vendor shall be solely responsible to pay his/her own taxes and insurance.

Work performed under this agreement is done entirely at the contractor/vendor's risk and the contractor assumes all responsibility for the condition of his tools and equipment used in the performance of this contract. The contractor will be responsible for maintaining his/her own insurance for themselves and any employees. The contractor agrees to indemnify and hold harmless Mills Mehr & Associates, Inc., its affiliates and its stockholders from any and all losses or liability arising in any manner out of the performance of this contract.

The contract is terminable at will by either party if done in writing.

In witness whereof, the parties have executed this agreement this day _____ day of _____, 20____.

Contractor/Vendor _____

Mills Mehr & Associates, Inc. *Garnett J. Mills*



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FEE AGREEMENT

The Independent Contractor/Vendor agrees to the following fee agreement.

1. On fee schedule files, the insurance company schedule will override the Mills Mehr & Associates, Inc., or its affiliates' schedule, if one exists.
2. Fee schedules are subject to change without notice.
3. Whatever schedule is in use and agreed to by the carrier and Mills Mehr & Associates, Inc., the contractor shall be paid sixty percent (60%) of the gross billing invoice.
4. Mills Mehr & Associates, Inc. has the right to reduce, withhold or refuse payment as a result of independent contractor's/vendor's work product that has not been completed, closed or does not meet either the customer's expectations or the expectations of Mills Mehr & Associates, Inc. This decision is the sole discretion of Mills Mehr & Associates, Inc.
5. Mills Mehr & Associates, Inc. will pay the contractor twice monthly, following receipt of payment from the client companies.
6. The contractor will be responsible for proportionate amounts of any charge-backs that we incur with a client company.
7. A ten percent (10%) holdback of gross billings may be held. Please see attached Holdback Form.

Contractor/Vendor: _____ Date: _____

Mills Mehr & Associates, Inc.: _____ Date: _____



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NON-COMPETITION RIDER

The Independent Contractor/Vendor agrees to the following terms and conditions:

1. Client names and list of Mills Mehr & Associates, Inc., or its affiliates are company secrets and shall not be verbally or in writing to any other person or firm that the contractor/vendor may or may not perform services for.
2. The Contractor/Vendor agrees that he may not directly solicit or perform work for any insurance company that he has represented while performing contract for Mills Mehr & Associates, Inc., or its affiliates for a period of 12 months following the date of termination. The contractor/vendor may however perform work for the client companies through another independent adjusting company that the contractor/vendor does not have a position of ownership in.
3. Mills Mehr & Associates, Inc., and its affiliates shall have a right to injunctive relief and a right to any penalty that may be imposed by a court of competent jurisdiction over any breach of this non-compete agreement. A violation of this provision shall be presumed to be an irreparable injury to Mills Mehr & Associates, Inc., and its affiliates and may be specifically enjoined.
4. This contract in restraint of trade is in accordance with Florida Statutes including, but not limited to, F.S. 542.33. Should legal action result from this agreement, Mills Mehr & Associates, Inc., its affiliates and its stockholders will be entitled to legal fees and costs incurred.

This rider embodies the entire agreement between the parties.

Contractor/Vendor: _____

Date: _____

Mills Mehr & Associates, Inc.: *Garnett J. Mills* _____

Date: _____

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

¹ See 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. 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.) Also see *Special rules regarding partnerships* on page 1.

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

Privacy Act Notice

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

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



FLORIDA
DEPARTMENT OF
FINANCIAL SERVICES

TOM GALLAGHER
CHIEF FINANCIAL OFFICER

APPLICATION FOR LICENSE AND APPOINTMENT AS A CATASTROPHE OR EMERGENCY ADJUSTER

TYPE/CLASS 00-70

PRINT OR TYPE (Answer all questions.)

I, the undersigned, hereby make applications for the type and class of license indicated below, pursuant to the laws of Florida. In support thereof, the following information is submitted:

1. (a) Name (full): _____

Last	First	Full Middle
------	-------	-------------
 - (b) List all aliases (AKA) including maiden/married names: _____
 - (c) Social Security Number: _____ - _____ - _____ Race: _____
 Sex: Male Female
 - (d) Are you a United States citizens or legal alien who possesses work authorization from the United States Immigration and Naturalization Service? Yes No
2. Date of Birth: ____ / ____ / ____ Place of Birth: _____
3. (a) Home Street Address: _____

No. & Street	City	State	Zip Code
--------------	------	-------	----------
 - (b) Applicant's Florida Location: _____

No. & Street	City	State	Zip Code
--------------	------	-------	----------
 - (c) MAIL LICENSE ID CARD TO: _____
 (Cannot be a hotel/motel or other temporary location)
4. Give nature of emergency: _____ Company Code: _____
 Indicate if a hurricane (give name), flood, tornado, etc.

Check Applicable Answer. If the answer is affirmative, a written explanation from the applicant of the pending charge(s) and any applicable charging documents, which provide a current status of the charge(s), must be provided.

5. Are there currently pending against the applicant or any entity the applicant may control any criminal, administrative, or civil charges in any state or federal court anywhere in the United States or its possessions or any other country? Yes No
6. In the past twelve months, has the applicant been indicted, had an Information filed against him/her or been otherwise charged with a crime by any law enforcement authority anywhere in the United States, its possessions, or any other country?
 Yes No
7. Has the applicant ever been charged, convicted, found guilty, or pleaded guilty or nolo contendere (no contest) to a felony or a crime punishable by imprisonment of one (1) year or more under the laws of any municipality, county, state, territory, or country, whether or not adjudication was withheld or a judgment of conviction was entered? Yes No
8. Is the applicant on probation or participating in a pretrial intervention program or any other diversion program? Yes No

If the answer is affirmative to questions 7, 8, or 9, the following documentation referenced below must be provided:

- Certified copies of the Complaint/Arrest Affidavit
- Certified copies of the Information, Indictment, or other charging documents
- Certified copies of the Judgment and Sentence
- If adjudication of guilt was withheld: Certified copies of Order Withholding Adjudication of Guilt and Placing Defendant on Probation
- Certified copy of Order Termination Probation
- If entered into a Pre-Trial program: Certified copies of Order Placing Defendant in and completion of a Pre-Trial intervention or Diversion Program
- If civil rights were lost, evidence that they have been restored with a Certified copy of applicable law enforcement agency form attesting that civil rights have been restored
- If records were sealed pursuant to Florida Statue 943, a Certified copy of the Sealing or Expungement Order



ALISS

9. Has the applicant ever had an application for a license declined or denied by this or any other insurance regulatory body?
 Yes No

10. Has the applicant ever had any professional license subjected to any of the following actions by any state agency or public authority in any jurisdiction:

- Suspension Yes No
- Revocation Yes No
- Placed on probation Yes No
- Administrative fine or penalty levied Yes No
- Cease and desist order entered Yes No

If the answer is affirmative to questions 10 or 11, the following documentation must be provided:

- Name of jurisdiction(s) taking action
- Date of action(s) by jurisdiction
- Specific information related to type of action taken against applicant
- Resolution of action(s)-Copies of final agency action under seal by the jurisdiction

Name of insurance company or adjusting firm or general lines agent: _____

Phone Number _____

Address: _____
No. & Street City State Zip Code

I the undersigned certify to the Department that an investigation of the applicant has been made and that in the appointing entity's opinion and to the best of the appointing entity's knowledge and belief, the applicant is of good moral character and reputation, and is fit to engage in the insurance business. I further certify that the appointing entity will furnish any other information the Department may reasonably require relative to the proposed appointee. The appointing entity is willing to be bound by the acts of the applicant within the scope of their employment.

Sworn and subscribed before me this _____ day of _____ 20____

Signature of insurance company official or licensed independent adjuster or general lines agent, whichever is applicable.

Signature of Notary Public City State

Print or Type Name Social Security Number

Print, type or stamp commissioned name of Notary Public

Title

Date

Personally known OR Produced Identification
Type of Identification Produced: _____

My Commission Expires: _____

Send completed application and fees to:

Florida Department of Financial Services
Revenue Processing Section
P.O. Box 6000
Tallahassee, Florida 32314-6000

- License ID Card \$5 (F) 0090
- Filing Fee \$50 (F) 0070
- Appointment Fee \$10 (L) 0070

FLORIDA Easy Order Corporation Fax Form

Photocopy this form and Fax to: 1-888-603-0606 or 305-860-5900. To confirm receipt call: Toll Free 1 800 603 3900

Date: _____ How did you first hear of Spiegel & Utrera, P.A.? _____

Your name: _____

Your phone number: (____) _____ Your fax number (____) _____

Email address _____

Your address _____

Address for delivery of corporate documents: _____
(if different from above)

CORPORATE NAME:

1st choice: _____

2nd choice: _____

3rd choice: _____

The name must end with Incorporated, Corporation or Company, or may be abbreviated Inc., Corp., or Co.

NATURE OF BUSINESS: _____
(Briefly describe what the corporation will do)

ADDRESS OF CORPORATION: _____

MAILING ADDRESS: _____
(If different from above address)

SHAREHOLDERS: (Only one is required—if the Owners are Foreign Nationals a legible Copy of their passports must be attached)

<u>Names</u>	<u>Address</u>	<u>Telephone/Fax</u>	<u>Percentage of Ownership Interest</u>
1. _____	_____	_____	_____ %
2. _____	_____	_____	_____ %
3. _____	_____	_____	_____ %
4. _____	_____	_____	_____ %

(Must add up to 100%)

DIRECTORS: (Only one is required, may be the same as shareholder(s))

<u>Names</u>	<u>Address</u>	<u>Telephone/Fax</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

OFFICERS: (One person may serve in all capacities, may be same as shareholder(s))

<u>Names</u>	<u>U.S. Social Security Number</u>	<u>Address</u>	<u>Telephone/Fax</u>
1. President _____	_____	_____	_____
2. Secretary _____	_____	_____	_____
3. Treasurer _____	_____	_____	_____
Any Vice-President (s) _____	_____	_____	_____

(You may have as many as you like)

Questions? Please call us!

Optional Services:

General Counsel & Registered Agent Service

Our firm has what we call the "General Counsel Service". For an annual fee of only \$139.95, you get unlimited telephone consultations all year long on all your legal matters, both business and personal, plus our firm will prepare the Notice and Minutes of your corporation's Annual Meeting of Shareholders or Directors or your LLC's Annual Meeting of Members or Managers; our firm will comply with all statutes and applicable laws relating to your corporation's or LLC's Registered Agent & Registered Office; our firm will review all mandatory State corporation or LLC filing documents as required by the Secretary of State; our firm will act as your corporations' or LLC's General Counsel; you will receive our firm's newsletter, "Entrepreneur's Alert®", which is published six times a year and provides valuable insight into running your business from a legal and business point of view. Select this valuable service at the time of ordering your corporation or LLC and receive an additional one month Bonus – so that your first year of service will cover 13 months PLUS take a \$50. discount, so you pay only \$89.95 for the first 13 months of service.

Detours and Contradictions

Want more out of your corporation? Then don't miss Lawrence Spiegel's, 223 page Detours and Contradictions. Use this book, and all your available resources, to begin the challenging yet fulfilling journey of entrepreneurship. As we'll see... having a marketable idea is only the first step in a lengthy process. Along the way you'll encounter numerous detours and contradictions, risks and rewards. The regular price of Detours and Contradictions is \$16.50 but if you order when forming your corporation, the price is just \$13.50, almost a 20% saving. PLUS there is no extra charge for shipping, handling and processing as your book will be shipped with your corporation. **Also, as an added bonus, your copy of Detours and Contradictions will be personally autographed by Lawrence J. Spiegel.**

Service Agreement

If your Corporation is a service business, you'll need a Service Agreement.

The bedrock foundation of many service businesses is a customized written agreement entered into with its customers. Many franchises sold for tens of thousands of dollars are business formats revolving around a Service Agreement. The key with a Service Agreement is to make it work as a marketing tool offering the business services in the widest variety of formats to your customers. For example, a one-time use customer needs to be converted to a monthly, quarterly or annual type repeat customer. At Spiegel & Utrera we want to help you get, and keep, your customers while looking professional and at the same time maximizing each sale with a friendly service agreement. A Service Agreement is only \$367.95 if ordered at the time of forming your corporation. We will prepare a draft of your Service Agreement and deliver the draft by fax or email to you for your review. Once you have had an opportunity to review the Service Agreement we will meet over the telephone to discuss the various aspects of the draft Service Agreement. Thereafter, Spiegel & Utrera will make changes to the Service Agreement to finalize it. Once the Service agreement has been finalized and delivered to you, you should take it to your printer to be printed and padded so it will always look professional and non-negotiable.

TAX RELATED OPTIONS

Federal Tax ID Number

The equivalent of a social security number for a Corporation. You will need it to operate your business and open a bank account for the Corporation. We can obtain this number for you and the advantage of allowing us to get it for your Corporation, is that we will deliver it with your Corporation for only \$35. so you may open your bank account immediately.

Sub-Chapter S (Tax Savings)

If you are a **Citizen or Permanent Resident of the United States**, this is the most tax advantageous type of Corporation you can have. A regular Corporation is subject to Federal Corporate Income Taxes. Therefore, profits are taxed first on the corporate level and then again at the individual level of the shareholders to whom the profits are distributed. This double taxation could result in a combined taxation rate of 70% or higher. A corporation with a Sub-Chapter S designation is Exempt from Federal Corporate Income Tax, so that the earnings of the Corporation flow directly to the owners. The Sub-Chapter S Corporation costs only an additional \$75. and comes with all the necessary documents, including its Articles of Incorporation, Corporate Resolutions and Special Stock Certificates.

Qualified Sub Chapter S Subsidiary

This is a very powerful tax strategy and tax advantage. If your Sub Chapter S Corporation is to be owned 100 percent by another Sub Chapter S Corporation, your Corporation can become a Qualified Sub Chapter S Subsidiary. The charge to create the Qualified Sub Chapter S Subsidiary is an additional \$150 provided it is ordered along with the formation of the Corporation.

Questions? Please call us!

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1244 Stock (Tax Savings)

1244 Stock allows for a substantially larger application of the deduction from business losses to ordinary income than regular stock. With regular stock, you can only offset \$3,000 against ordinary income. With the issuance of 1244 Stock, you can claim ordinary loss deduction of as much \$100,000. A company that issues 1224 stock and elects to be an S-corporation gives its shareholders the best of both possible worlds from a tax standpoint. The issuance of 1244 Stock costs only an additional **\$50.00** and comes with all the necessary documents, including corporate resolutions, plan and special stock certificates.

Unemployment Tax Account Number

This number is used to withhold State Unemployment Taxes from your Corporation's payroll. If you have any employees on the payroll, including yourself, you will need this account number. We can initiate the paperwork for this account number for you and deliver it with the corporation. The cost at the time of incorporating is only \$35.

Registration for Worker's Compensation Exemption [Construction]

In the construction industry you must carry Workers Compensation Insurance on ALL of your employees; however you can exempt up to three owners in the company. The Workers Compensation exemption requirements for the construction industry are very strict. Only officers of a corporation who are shareholders and own at least 10% of the stock of a corporation are eligible for the construction industry exemption. If you need an exemption to avoid paying those high Workers Compensation Insurance premiums, it is essential that all your documentation is prepared correctly otherwise your application can be denied or significantly delayed. We can initiate all the documentation for you to be exempt and the fee is \$125 for one officer \$150 for two officers or \$175 for three officers.

If you need to add someone as an owner to ensure they qualify for the exemption we can also prepare a special employment agreement and shareholders agreement so they hold the shares as long as they are employed by the corporation and after the employee terminates for whatever reason the shares would automatically go back to the corporation. Please ask your Spiegel & Utrera Associate for details.

Registration for Worker's Compensation Exemption [Non - Construction]

If your business is not involved in any construction related activities, you only have to carry workers compensation insurance if you have more than 3 employees. Since insurance premiums are usually very expensive, you can exempt all the officers in the corporation to avoid paying those insurance premiums. Additionally we can also prepare a special employment agreement so that once an individual who may be serving as an officer of the corporation is no longer employed by the corporation for whatever reason, that person's officership in the corporation would automatically terminate. Please ask your Spiegel & Utrera Associate for details! There is no limitation on the number of officers who can be exempt in a NON Construction Corporation.

State Sales Tax Number

This account number allows you to buy goods for resale or export and not pay any State sales tax. We can initiate the process for you to obtain this number. The fee to begin the process is \$35. when included as part of your incorporation package.

Indemnification Agreement and Covenant Not to Sue

We strongly recommend that you include special provisions in your Articles of Incorporation and agreements which trigger this important protection requiring the Corporation to indemnify and hold harmless its Directors and Officers from any actions they take on behalf of the Corporation. If a Director or Officer is ever sued for actions taken on behalf of the Corporation, these provisions require that the Corporation be held responsible, as agreed upon by the Directors and Officers. This important agreement costs only an additional \$75. if ordered at the time of Incorporation.

Lender's Agreement & Promissory Note for Corporation

Initially a corporation needs a cash infusion. Additionally, the corporation may require a continuing advance of funds for some time. How does it get the money? After the initial purchase of shares of the corporation for at least their par value, generally, the corporation has two choices on obtaining additional money; (1) shareholders pay for their initial shares in excess of their par value thereby creating excess Paid-in Capital or (2) loan money to the corporation. Lending money to the corporation is the preferred method to advance money to the corporation because the lender is seen as a creditor of the corporation. The lending of money to the corporation is accomplished with a Lender's Agreement and a Promissory Note. Both of these instruments together provide for an initial amount of a loan to the corporation and also provide for future advances of money the lender might make to the corporation. In the event of failure of the business, the loan will be fully tax deductible by the lender as a bad debt. Additionally, the lender may take this concept one step further and secure his or her loan to the

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corporation by using a Security Agreement. The Security Agreement is much like a mortgage generally securing all the assets of the corporation and the Security Agreement can be recorded to perfect the lien the lender may have against any other subsequent creditors of the corporation. The fee for a Lender's Agreement and Promissory Note for your Corporation at the time of incorporating is \$75.

Security Agreement for Corporation

Yes, I would also like to order the Security Agreement to go along with the Lender's Agreement and Promissory Note, the Security Agreement, if ordered at time of incorporation, is an additional \$75.

Florida New Hire Reporting

Federal law requires all Florida employers to report basic information about employees, who are newly hired, rehired, or who return to work after a separation of employment. You must submit a report for each newly hired employee. **Failure to report new hires within 20 days of their hire date may result in civil penalties.** *There may be a \$25 fine per each newly hired employee or, if the State determines there is a conspiracy between employer and employee not to report the penalty can be up to \$500 per newly hired employee.* We can provide you with a package of 6 New Hire Registration Forms for \$35. The forms are customized with your Corporation's information, and you may re-use them for each person you employ.

SPEED OF SERVICE OPTIONS

REGULAR SERVICE The regular processing time for a Corporation is approximately two weeks. The Corporate Package is complete and includes Articles of Incorporation, By-Laws, Corporate Book, Corporate Seal, Preliminary Name Search, State Filing Fees, and Attorneys Fees. Any Additional documents or agreements you may order will also be delivered in your Corporate Records Book.

SHIPPING INFORMATION

Corporate Packages, generally weigh approximately 4 pounds and are available for Pick up at any of our offices or may be shipped to you via Regular (2-3 day) Service for a charge of \$17.95 or via Overnight Delivery for a charge of \$30.95

Fast Corp

If you need to incorporate fast, we offer a 3 Business Day Incorporation Service for an additional \$85. We will expedite the registration of the Corporation and preparation of the Corporate Records and the Corporate Package will be ready in 3 business days, after receipt of payment.

Next Day Corp

If you need your corporation formed urgently, for an additional \$160 we will expedite the registration of the Corporation and preparation of the Corporate Records and the Corporate Package will be ready the next business day, after receipt of payment. *Orders received after 3:30 p.m. will be processed the following business day.*

An Important Note about our RUSH SERVICES We offer two levels of rush service. When you opt for one of our rush services, we guarantee to promptly deliver your Corporation or Limited Liability Company to the State for processing, however, if the State is backlogged, you may experience a delay in receiving your documents. We strive to have all rush orders ready as soon as humanly possible, however if time is of the essence you may opt for one of our Reddi Corps which are ready for immediate delivery.

MULTI SHAREHOLDER CORPORATIONS

Shareholders Restrictive Agreement

If your Corporation has more than one shareholder, we strongly recommend you enter into a Shareholders Restrictive Agreement. This agreement is entered into by the shareholders to define their duties and responsibilities to each other and to the Corporation. It is like a partnership agreement between the Shareholders. A draft of this agreement will be prepared as part of our service, so you may review the Agreement and make changes and discuss it with one of our Attorneys. Normally, the fee to prepare such a comprehensive agreement of this nature would be \$1,500 or more. However, your cost is only \$150 if prepared in conjunction with the incorporation process.

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Just look at its many provisions:

- Provides a frame work for the settlement of disputes between shareholders.
- Prevents a shareholder from selling his stock to a third party without first offering it to existing shareholders.
- Provides a framework for the purchase of stock by the remaining shareholders in the event a shareholder dies, or becomes disabled.
- Prevents a shareholder from competing against the corporation both now and as an ex-shareholder for a stated period of time.
- Requires shareholders to maintain the confidentiality of all customer names and other corporate records.
- Prevents a shareholder from impairing the goodwill of the corporation.
- Prevents a shareholder from soliciting customers of the corporation except for the corporation's business.

Apostille

Notarized Copy of Articles of Incorporation, Certified by the Florida Secretary of State for International Recognition includes Certified Copy of Articles of Incorporation which is necessary to obtain Apostille \$225.

EMPLOYEES / INDEPENDENT CONTRACTORS

Employment Agreement

If you are using employees in your business, it is important to have a written Employment Agreement to document the conditions of Employment. An Employment Agreement can be very advantageous for a business and should be required for all employees, whether new or existing. It creates a clear understanding of the arrangement between the employee and the Corporation and provides protection for the business. The Employment Agreement also contains other important provisions:

- It spells out the terms of employment, such as the duties, responsibilities and compensation of the employee. It states that the employee will not compete against the Corporation for a specific period of time after leaving its employment.
- It prohibits the employee from disclosing any of the Corporation's business records, computer data, trade secrets, methods of operation, et cetera.
- It prevents the employee from soliciting customers or clients of the Corporation.
- It prevents an employee, after leaving the Corporation's employment, from soliciting the Corporation's employees.

The Employment Agreement is prepared in such a way that you can use it over and over again to avoid additional costs in the future. By having this Employment Agreement, the Corporation is given substantial clout in preventing an employee from joining a competitor, or competing against the Corporation and disclosing business secrets to anyone. The Agreement may be re-used by the Corporation as it hires additional employees; the cost of the Employment Agreement is just \$150.

Independent Contractor Agreement

There are many reasons for using Independent Contractors; however, simply verbally stating that a worker is an Independent Contractor is not enough according to the IRS. Certain criteria must be met. The IRS considers 11 factors in three specified areas: Behavioral Control, Financial Control and Type of Relationship. So, before you engage the services of an Independent Contractor, it is essential that you document that relationship with a written Independent Contractor's Agreement; otherwise the IRS could hold your Company and you personally liable for the Independent Contractor's Income Tax, Social Security, Medicare Tax and Federal Unemployment Tax, which should have been withheld. As a signatory on the check used to pay the Independent Contractor, you could be held **personally liable** for these taxes. The Independent Contractor's Agreement also contains other important provisions:

- It spells out the duties, responsibilities and compensation of the Contractor.
- It states that the Contractor will not compete against the Company for a specific period of time after the project is completed.
- It prohibits the Contractor from disclosing any of the Company's business records, computer data, trade secrets, methods of operation, et cetera.
- It prevents the Contractor from soliciting customers or clients of the Company.
- It prevents the Contractor, after leaving the Company, from stealing the Company's employees.
- For a detailed explanation of the Benefits of using Independent Contractors' Agreements, including a breakdown of the 11 factors the IRS analyzes and Industry examples provided by the IRS, please refer to document 239 of this Free Faxback Service. We can provide an Independent Contractor's Agreement that covers all the legal requirements and many business advantages for your Company for only \$150.

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TAX SAVING LEASE AGREEMENTS

Home Office Lease

Agreement detailing the leasing of office space by a homeowner or tenant with a Corporation for use as the Corporation's principal place of business. The typical tax savings under this agreement can exceed \$1,200 – per year. The Home Office Lease is only \$150 when ordered with your Corporation, and as an added bonus to our clients, we draft the Lease in such a manner that it is automatically renewable.

Motor Vehicle Lease

If you use your vehicle for business purposes, it is usually much more advantageous to keep the vehicle in your name and lease the vehicle to the Corporation. The typical tax savings under this type of arrangement ranges between \$1,500 and \$3,000 per tax year. We can prepare the lease for only \$150 when ordered with your Corporation.

Office Equipment Lease

A lease which details the leasing of office equipment by a business. Once again, by leasing equipment to the Corporation, you create a legitimate business expense for the Corporation and a Tax Deduction. Typically, the tax savings under this type of arrangement can exceed \$1,000 per tax year. The cost for an Office Equipment Lease is only \$150 when ordered with your Corporation.

LEASE/AGREEMENT CONSULTATIONS

Avoid costly mistakes; **always, always, always** have any type of Contract/Lease or otherwise legally binding agreement reviewed by an Attorney BEFORE you sign it. We offer Consultations at all of our offices and over the phone for \$100 per half hour or a fraction thereof. For your convenience, you can fax us the documents that need to be reviewed and the attorney can advise you over the phone. Some of the topics you may wish to discuss include:

Real Estate Purchase Review or Business Purchase Review: Review of purchase/sale agreements associated with the purchase or sale of real property or of a business. **Commercial Lease Reviews:** (including Business Spaces such as: Offices, Stores, Warehouses, and Commercial Lofts).

Our staff has many years of experience representing Tenants. Having your lease reviewed BEFORE you sign on the dotted line can save you thousands of dollars. In our review we address issues such as:

- Rentable vs. Usable Space
- Reasonable Rental Rates
- Free Rent
- Best Length of Lease
- Options to Extend the Lease & Purchase the Premises
- Leasing contiguous space for expansion
- Assignment and Subletting
- Caps on Rent increases and expenses demanded by Landlords
- Repair Responsibilities
- Exclusivity of Tenant's Business
- Early Termination Rights
- Personal Guarantees, should you or should you not
- Renewal Terms
- Zoning Issues
- Landlord buildout costs
- Change of Control of Tenant
- Signage Protection

DBA – DOING BUSINESS AS...

Will you be doing business under the exact name of the Corporation?

If the Corporation will be doing business under a name other than it's legal name, a DBA (Doing Business As) must be registered according to current Florida Law. We can register a DBA for you in conjunction with the incorporation process. We will ensure compliance with all applicable laws, including the proper filing of registration documents and advertisement of the same. The process takes approximately 3 weeks and all state filing fees, advertising expenses and attorney's fees are included. The fee including shipping and handling is only \$167.95

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IMPORTANT INFORMATION FOR FOREIGN NATIONALS!

When foreigners form companies in the United States, many different factors must be taken into consideration before making a final decision. Here we will explain some of the different issues you should think about before you form your company. Please remember that this is general information and does not replace a personal consultation with an attorney. If you would like to become a member of our General Counsel Club, you can pay \$139.95 over the phone with a credit card and get unlimited telephone support for the whole year! You may call 1 800 734 9900 to sign up now.

Generally, foreigners either register Limited Liability Companies or Florida Corporations. United States Tax laws require that foreigners pay taxes on any earnings made in the United States. Regardless of their immigration status, the United States will let you form a company here as long as you register for a Taxpayer Identification Number. The process to register is not complex. Once your application is submitted, it can take up to 18 weeks for your Taxpayer Identification Number to be assigned. Our fee to initiate this process is \$50. You **must** have this number in order to file the proper tax returns for the corporation and in some cases it is necessary in order to obtain a Federal Identification Number which is similar to a Social Security Number that is assigned to the corporation.

Corporations Vs. Limited Liability Company**Corporations**

- Pay 5.5% tax on profits in Florida and 15% to 34% taxes on profits to the IRS (only 15% of the first \$50,000 in profits)
- Have less paperwork in terms of Tax Returns that need to be filed
- Foreigners do not have to pay taxes under the corporation unless the corporation declares dividends
- Owners may act as Consultants to the Corporation under a written Consultant's agreement completing all consulting work within their home country and billing the corporation in the United States for this service. Utilizing this strategy, it may be possible to eliminate any profits and all taxes otherwise payable.

Limited Liability Companies

- Are **exempt** from Federal Corporate Tax, the LLC pays no tax.
- Profits, whether distributed or not, are taxed and the Owners of the LLC must pay tax at the personal level at their individual tax rate
- Have to file both a Partnership Tax Return for the LLC, and Tax Returns for each member
- While partnership tax rules are generally more flexible, the LLC should be owned by more than one person or entity to ensure classification as a Partnership for tax purposes.
- Owners may act as Consultants to the LLC under a written Consultant's agreement completing all consulting work within their home country and billing the LLC in the United States for this service. Utilizing this strategy, it may be possible to eliminate any profits and all taxes otherwise payable.

We can file a Florida Corporation for \$99.95 or a Limited Liability Company for \$154.95. Included in these fees are the State Filing Fees and the Attorney's Fee, and you will receive the Articles of Incorporation or Organization, the Corporation or Company Minutes, By-Laws, Kit, Membership Certificate, Seal and a preliminary name search.

Both types of companies have the same type of legal protection in terms of the liability of the owners. Therefore, which one you choose depends on your business activity and projected profits. If the company is going to have little activity in the United States and fairly small amounts of money will be made you may form a regular corporation which has a simpler record keeping process. If the company grows and earns large sums of money, you may always register an LLC in the future. If you expect to have large amounts of profits right away, you will generally pay less taxes with the Limited Liability Company although more paperwork will have to be prepared for the IRS.

Federal Tax ID Number

The equivalent of a social security number for a Company. You will need it to operate your business and open a bank account for the Company. We can obtain this number for you \$35. The application for this number requires either the social security number of one of the officers of the corporation or if all the officers are foreigners, it requires the Taxpayer Identification Number of the foreign officer. We can initiate the documentation to obtain this for you at a charge of \$50.

You have 3 options to choose from when you form your company:

1. You can form your corporation or LLC and apply for a Taxpayer Identification number, wait for that number to be assigned (which can take up to 18 weeks) and then apply for the Federal Id number and wait at least another 2 weeks for that by mail.
2. You may list a friend or family member who has a Social Security Number as the Secretary or Vice President of the company in order to obtain the number
3. You may order one of our REDI CORPS with a Federal Identification number included.

Questions? Please call us!

Summary of Services:

Client selection of Services

Regular Corporation:	US \$99.95	_____
(Foreign Nationals should review important information for foreigners)		
Professional Association	149.95	_____
Federal Tax ID Number:	35.	_____
Registration for Worker's Compensation Exemption		
One Officer [Construction/Non construction]	125.00	_____
Two Officers [Construction/Non construction]	150.00	_____
Three Officers [Construction/Non construction]	175.00	_____
Sub-Chapter S	75.00	_____
Qualified Sub-Chapter S Subsidiary	150.	_____
1244 Stock	50.00	_____
Indemnification Agreement and Covenant Not to Sue	75.	_____
NEXT DAY Service	160.	_____
3 DAY Service	85.	_____
General Counsel Fee 1 Year	89.95	_____
(Regularly \$139.95 per year but order now and receive two bonuses. First take a \$50. discount plus get one month service free. A total of 13 months for \$89.95)		

Initiate Process for:

Florida State Sales Tax Number:	35.	_____
Unemployment Tax Account Number	35.	_____
Florida New Hire Report Form	35.	_____
Shareholders' Restrictive Agreement	150.	_____
Lender's Agreement & Promissory Note:	75.	_____
Security Agreement	75.	_____
Employment Agreement	150.	_____
Independent Contractor Agreement	150.	_____
Home Office Lease	150.	_____
Motor Vehicle Lease	150.	_____
Office Equipment Lease	150.	_____
Lease Review (100 per half hour)	100.	_____
DBA Registration	167.95	_____
Use of 1840 Coral Way Address:	49.95	_____
(For incorporation purpose one time fee)		
Mail forwarding Service:	90.	_____
(6 months @ \$15 per month; postage to be billed separately)		
Apostille	225.	_____
Certified Copy of Articles of Incorporation	75.	_____

SubTotal

Shipping:

Regular GroundTrack	17.95	
Overnight Delivery	30.95	
Shipping Fees outside Florida determined when order is confirmed.		
Bank Fee Incoming wire transfer of funds:	20.	_____

TOTAL CHARGES:

US\$ _____

Charge my Credit Card: Visa Master Card American Express Discover Diners
 Card # _____ Exp. Date: _____
 Name on Credit Card: _____ Signature: _____
 Billing Address of Credit Card: _____ Zip Code: _____

You may include payment in the form of a Cashier's Check or Money Order via Mail or via Fax:
 (You must also ATTACH a photocopy of BOTH sides of your credit card)

Cash -Circle "Cash" to select this payment method.

You can wire funds to one of our accounts. A Spiegel & Utrera, P.A. associate will provide you with the necessary information when reviewing this order with you. Please add an additional sum of US\$20 to your order. This is the amount our bank deducts from your wire transfer as its service charge for accepting incoming wire funds.

Thank you for using our services!

Questions? Please call us!

NOTICE OF ELECTION TO BE EXEMPT

Please thoroughly read the instructions before completing this application. Print legibly in each data entry field. If this application contains incomplete or inaccurate information or if the handwriting is not legible, it may cause a delay in the issuance of your exemption.

SECTION 1:

Applicant Name (please print): _____

Applicant's social security number or individual taxpayer ID: _____ / _____ / _____

Applicant's E-mail address (optional): _____

SECTION 2: I am applying for exemption as a (You must check only one box in this section):

CONSTRUCTION INDUSTRY (\$50 FEE REQUIRED)

Officer of a Corporation (Title): _____ -OR- Member of a Limited Liability Company (LLC)

NON-CONSTRUCTION INDUSTRY (NO FEE REQUIRED)

Officer of a Corporation (Title): _____)

The Division will accept a money order, a cashier's check, or an electronic payment made payable to the DFS WC Administration Trust Fund.

An officer electing an exemption under Chapter 440, Florida Statutes is not entitled to benefits under this chapter.

SECTION 3. To be eligible for an exemption, the corporation of which you are an officer or the limited liability company of which you are a member must be registered with the Florida Division of Corporations. For applicants applying as an officer of a corporation, you must be listed as an officer of the Corporation with the Florida Division of Corporations. List the document number (document number shown on your Annual Report) on file with the Florida Division of Corporations.

SECTION 4. This exemption application applies only to the person signing the application, the Corporation/LLC that is listed below, and the scope of business or trade listed:

Name of Corporation or LLC: _____ FEIN: _____
AS REGISTERED WITH THE FLORIDA DIVISION OF CORPORATIONS

Business Name: _____ Phone: (____) _____
IF APPLICABLE - LIST FICTITIOUS NAME; DOING BUSINESS AS (DBA); ALSO KNOW N AS NAME (AKA)

Business Mailing Address: _____
INCLUDE APARTMENT OR SUITE NUMBER

City: _____ State: _____ Zip: _____ County: _____

Scope of Business or Trade of Applicant: 1. _____ 2. _____ 3. _____

SECTION 5. List all certified or registered licenses issued pursuant to Chapter 489, F.S. held by the applicant, or the certified or registered license numbers held by the qualifier for the corporation or LLC listed on this application of which the applicant is a corporate officer: _____

SECTION 6. Does the county or municipality in which your business is located require an occupational license for your business?

Yes No **IF YES, A COPY OF A CURRENT OCCUPATIONAL LICENSE MUST BE ATTACHED.**

SECTION 7. Are you affiliated with any corporation (including LLC) other than the corporation (including LLC) to which this application applies? Yes No

IF YES, PLEASE LIST THE NAME(S) AND FEIN(S) OF THE AFFILIATED CORPORATION(S) OR LLC(S):

NAME: _____ FEIN: _____

SECTION 8. If your corporation or LLC is engaged in the construction industry, you must provide the required proof of ownership in the corporation or LLC.

- A. To be eligible for a construction industry exemption as an officer of a corporation, the applicant must be a shareholder, owning at least 10% of the stock of the corporation. **A COPY OF A STOCK CERTIFICATE EVIDENCING THE REQUIRED OWNERSHIP MUST BE ATTACHED.**
- B. To be eligible for a construction industry exemption as a member of a limited liability company, the applicant must confirm ownership of at least 10% of the company. **THE REQUIRED OWNERSHIP MAY BE ESTABLISHED BY PRODUCTION OF DOCUMENTATION REFLECTING THE REQUIRED OWNERSHIP, OR BY SUBMITTING A STATEMENT ATTESTING TO THE REQUIRED OWNERSHIP.**

THIS APPLICATION IS CONTINUED ON PAGE 2

SECTION 9.

FRAUD NOTICE

- A. Any person who, knowingly and with intent to injure, defraud, or deceive the department or any employer or employee, insurance company or any other person, files a notice of election to be exempt containing any false or misleading information is guilty of a felony of the third degree.
- B. Attestation of applicant - By signing below, I attest that I have read, understand and acknowledge the foregoing notice.

SIGNATURE OF APPLICANT

SECTION 10. You must identify the workers' compensation insurance carrier that covers any non-exempt employees of your business. **Carrier Name:** _____

AFFIDAVIT OF APPLICANT: I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief; that this election does not exceed exemption limits for corporate officers, including any affiliated corporations as provided in §440.02 Florida Statutes.

APPLICANT'S SIGNATURE

DATE SIGNED

NOTARY STATE OF FLORIDA, COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, _____, by _____

Personally Known _____ OR Produced Identification _____ Type of Identification
Produced _____

NOTARY SIGNATURE

My Commission Expires _____

Please mail or submit your completed application, application fee, and any required attachments to the district office nearest your place of business.

4415 Metro Parkway
Suite #300
Ft. Myers FL 33916
Telephone (239) 938-1840

921 N. Davis Street
Building B, Suite #250
Jacksonville, FL 32209
Telephone (904) 798-5806

401 NW 2nd Avenue
Suite #321, South Tower
Miami FL 33128
Telephone (305) 536-0306

610 E. Burgess Road
Pensacola, FL 32504-6320
Telephone (850) 453-7804

400 West Robinson Street
Room #512, North Tower
Orlando FL 32801
Telephone (407) 835-4406 or
(407) 245-0896

1111 NE 25th Avenue
Suite #403
Ocala FL 34470
Telephone (352) 401-5350

3111 S. Dixie Highway
Suite #123
West Palm Beach FL 33405
Telephone (561) 837-5716

499 Northwest 70th Avenue
Suite #116
Plantation FL 33317
Telephone (954) 321-2906

TALLAHASSEE
SUBMITTERS
Walk-in submissions:
2012 Capital Circle SE
Suite #102, Hartman Bldg.
Tallahassee FL 32399-2161
Telephone (850) 413-1609

1718 Main Street, Suite 201
Sarasota FL 34236
Telephone (941) 329-1120

1313 N. Tampa Street
Suite #503
Tampa FL 33602
Telephone (813) 221-6506

Mail in submissions:
200 East Gaines Street
Tallahassee FL 32399-4228
Telephone (850) 413-1609

STATE USE ONLY

Effective/Issue Date: _____

Expiration Date: _____

Control Number: _____

Postmark Date: _____

Received Date: _____

Payment Number: _____



3118 Gulf to Bay Blvd Suite 333 Clearwater, FL 33759
phone 727.669.0140 fax 727.669.0191 email:mma@millsmehr.com

HOLDBACK AGREEMENT

It is agreed to by Mills Mehr & Associates, Inc., and _____
that the holdback policy for Mills Mehr & Associates, Inc., is as follows:

A ten percent (10%) holdback will be held from the adjuster for all services for up to six (6) months. There will be two billing periods for all holdbacks.

For all files closed and billed between January 1st through June 30th, the holdback will be paid by the following December 31st.

For all files closed and billed between July 1st through December 31st, the holdback will be paid by the following June 30th.

The holdback payments will be contingent, among other things, on how quickly our customers pay the invoices. Other considerations will be the quality of the work product as determined by the customers.

Garrett J. Mills
Mills Mehr & Associates

Contractor/Vendor Signature

Date: _____

Print Name

Date: _____