



Agency Appointment Checklist

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	220 License
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	Agency License
	Funds Transfer Authorization Agreement
	Voided Check (Direct Deposit Only)
	Check for additional licenses

Email documents to info@avatarins.com

Thank you for choosing AVATAR.

We endeavor to be your insurance company of choice by applying diligence, responsiveness, and integrity into everything we do.

Contact Information

Main Contact: This is the person who should be contacted with questions regarding the agency (only 1 name is necessary).

Name: _____

Phone: _____

Email: _____

Fax: _____

Appointed Agent: 220 licensed agent who will be appointed by Avatar (only 1 is necessary).

Name: _____

Phone: _____

Email: _____

License Number: _____

(Include a copy of the 220 License)

Additional Usernames Requested: any other CSR or Agent who will be quoting and would like their own login information (there is no limit to how many users you can have, but only 1 is necessary).

Name: _____

Phone: _____

Email: _____

Name: _____

Phone: _____

Email: _____

Name: _____

Phone: _____

Email: _____

Name: _____

Phone: _____

Email: _____



PRODUCER AGREEMENT

This Producer Agreement, hereinafter referred to as “Agreement” is made this _____ day of _____, 20____ by and between:

Producer Name	
License Number	
Producer Address	
Telephone No.	
Facsimile No.	
E-Mail	

Herein after referred to as “Producer” and Avatar Property & Casualty Insurance Company, which has their Administrative offices at 1101 E. Cumberland Ave. Tampa, FL 33602 and are hereinafter referred to as “Company”. In consideration of the foregoing and the mutual covenants and promises contained herein, the parties agree as follows:

1. AUTHORITY AND APPOINTMENT

The Company hereby appoints and gives authority to the Producer to receive applications for:

- Homeowner Insurance Coverage
- Commercial Property and Liability Insurance

underwritten by the Company, as set forth in the Company’s current manuals, underwriting rules, rates, regulations, procedures, directives, and any other written, faxed and electronic instructions, hereinafter referred to as “guidelines” and for which a commission is specified in the Company’s

Commission Schedule. The guidelines are subject to Producers restrictions dictated by the applicable laws of Florida and to the terms and conditions outlined in this agreement.

The Company also gives authority to Producer to collect, receive and record receipt for premium and to provide such usual and customary services of an insurance agent on all contracts of insurance accepted by the Company, in accordance with the Guidelines. Premiums must be forwarded to the designated office of Company pursuant to the terms of this Agreement. All of the authority granted is subject to the limitations set forth in this document and in the Guidelines. Producer agrees to indemnify the Company for any loss sustained by the Company as a result of failure of Producer to forward the premiums as required. The Company retains the right to terminate this Agreement, seek a claim against the Producers Errors and Omissions Coverage, or to seek any available legal or equitable remedy should the Producer fail to follow the terms of this provision. The Producer is not allowed to backdate the inception date of any application, policy or endorsement. Producer may not place any risk without first receiving the appropriate down payment and securing a signed application and additional required forms from the name insured. Producer has no authority to submit to the Company any applicant or policyholder information that the Producer knows or has reason to know is false or inaccurate. The Producer may not place coverage on any category of risk that is listed as unacceptable per the Company Guidelines, nor place any coverage on a risk not specified in the Guidelines. Company may restrict any part or all of the Producer's authority, but if this right is exercised it will not cancel this Agreement or reduce the Producers obligations hereunder. Receipt of any product manuals that are outside Producer's authority shall not be construed as an expansion of that authority absent confirming written notice.

Unless specifically authorized in writing by the Company, the Producer does not have authority to issue cancellation or non-renewal notices. Producer does not have authority to adjust, investigate, settle, and arrange to settle, or litigate any claims arising from policies issued by the Producer. Producer is barred from allowing anyone other than an applicant or spouse to endorse, sign on behalf of, or affect coverage under a policy. Producer may issue certificates of insurance, financial responsibility filings or other proof of insurance only if specifically authorized in writing by the Company to do so. This authority applies only to Producers or employees of Producer who are properly licensed and appointed with Company. Producer is not authorized to accept business on the Company's behalf from nor share Company programs and/or applications to parties not specifically outlined in this Agreement. No brokering of business is allowed.

Producer may not designate or appoint any sub-producers and none of Producer's rights and/or obligations under this Agreement may be assigned or given to any sub-producer without the express prior written approval of the Company. All activities to be performed by Producer under this Agreement shall be performed by Producer or employees of Producer who are properly licensed and appointed with Company.

The geographical area in which the Producer is authorized to act under this Agreement is:

Florida

The appointment under this Agreement is non-exclusive as to either party. The Producer may represent other insurance companies and Company may appoint other Producers. Nothing herein

contained shall be construed to create the relationship of employee and employer between the Company and Producer. Producer is acting as an independent contractor only and not as an employee, joint venture, partner or associate of Company. Producer may exercise its own judgment as to the time and manner of performance of services, except that Producer shall conform with Company's directives, rules and regulations as specified in this Agreement (and/or announced from time to time by new written Guidelines) Producer shall have no power or authority to incur expenses on behalf of Company, nor shall Producer use Company's name in any advertising, publicity or promotion material without prior written approval of Company.

A background check may be conducted at any time during the appointment as a Producer for Company. The background check may include, but is not limited to: consumer reports, credit bureau reports, Department of Insurance records, and other information vendors. Producer authorizes Company to perform any background check by signing this Agreement.

II. TERM

This agreement will become effective as of the date it is executed and shall remain in force thereafter for a one year term, unless earlier terminated by either party pursuant to Section XII-Termination. Absent a prior termination this Agreement shall automatically renew successively in one-year terms.

III. LICENSING/ERRORS AND OMISSIONS COVERAGE

Producer shall secure and maintain insurance licenses for all business entities, employees/applicable solicitors, officers as required by Florida state regulatory authority. Producer will not allow solicitation of insurance business outside the scope of these stated licenses.

Producer shall maintain E & O Insurance coverage not less than five hundred thousand (\$500,000) coverage per occurrence, which shall be underwritten by insurers rated B+ or better by A.M. Best or determined in writing otherwise satisfactory to Company and that will provide coverage to Producer and each of the Producers employees. Company has the right to review the amount of E & O Coverage annually to determine its adequacy. Producer shall provide the Company with a copy of a certificate of insurance demonstrating existence of such coverage within ten (10) days of the effective date of this agreement and within ten (10) days of each renewal of such coverage. The E & O Coverage carrier shall provide the Company with written notice within thirty (30) days in the event of a lapse in coverage, reduction in coverage or termination of coverage. Failure to maintain required licensure and E & O Coverage shall be grounds for termination of this Agreement.

IV. COMPENSATION/COMMISSIONS

Upon meeting the terms of this Agreement, Producer shall be entitled to receive and the Company agrees to pay as full compensation a commission on the “net premiums” written and submitted to Company. “Net premiums” are defined as gross premiums written and collected by Company, less return premiums on cancellations or endorsements. Company has the right to deduct from commissions due to Producer any return commissions, premiums or other monies due from Producer. Producer shall refund to Company commissions on cancelled policies and on reductions in premiums at the same rate at which such commissions are originally paid. Amount of compensation shall be based on the Commission Schedule in effect at the time such new business is written as outlined in the Guidelines. No commission will be paid to the Producer on policy fees charged by the company. Company may unilaterally change its Commission Schedule at any time. No minimum prior notice is required and no minimum commission is agreed upon except as required by Florida law in which the policy is written. Renewal commissions shall be determined by the Commission Schedule in effect at the time each policy is renewed. The Company further maintains the right to withhold payment of commission or a portion of the commission in the event the Producer does not conform to the terms of this contract including, but not limited to, forwarding policy premium payments to the company in a timely manner.

V. MONTHLY STATEMENT

Company shall prepare and send a monthly commission statement to Producer after closing its books for the prior month. The statement shall reflect commissions due to Producer from Company on new business, renewals and/or endorsements premiums. Also, the statement shall reflect unearned commission due to Company from Producer on cancellations or reductions in premiums on endorsements. Company shall attach its check for the net amount due the Producer or pay the commission via Electronic Funds Transfer to the Producer’s bank account. If the net result is an amount due to Company, Producer shall remit his/her payment to Company no later than ten (10) days after the billing of the amount due. Should there be any omission of any item from a monthly statement, this shall not affect the responsibility of either party to account for and pay all amounts due the other, and it shall not prejudice the rights of either party to collect such amounts.

VI. FIDUCIARY RELATIONSHIP AND DUTIES

Funds received by Producer for and on behalf of Company shall not be misappropriated or converted to Producer’s own use or illegally withheld from Company. All funds received by Producer as premiums and related fees for insurance written under this Agreement shall be held in a fiduciary capacity in trust for Company’s benefit. Company shall have a first lien on such funds, either before or after termination of this Agreement. In the event of termination of this Agreement, Producer shall continue to hold these funds in a fiduciary capacity in trust for Company’s benefit until paid to Company. Notwithstanding any portion of this Agreement to the

contrary, Company may use any amounts owed to Producer to offset amounts owed by Producer to Company.

Producer's fiduciary duty to Company shall extend to all representations made in the course of business. Should Producer engage in misrepresentation or permit another to engage in misrepresentation in connection with an application for insurance with Company, Producer's fiduciary duty shall have been violated and this Agreement shall be subject to termination at Company's option. Company retains the right to seek any available legal or equitable remedy in the event Producer engages in willful misrepresentation with respect to any of the duties, responsibilities, or provisions set forth herein.

VII. SUCCESSORS & ASSIGNS

Producer's rights, responsibilities and interests under this Agreement shall not be assigned or transferred without the prior written consent of Company. Producer shall notify Company of its intent to merge, sell, or otherwise transfer all or part ownership of its insurance agency or in its interest in the expirations of business or in its assets. This notice shall be given as soon as possible, but in no event less than thirty (30) days prior to the effective date of such proposed transaction. Company shall not unreasonably withhold its appoint of any successor producer, provided that Producer has given the required notice and has complied in all material respects with the obligations imposed by this Agreement and the successor producer in the reasonable, sole opinion of Company, is reputable and qualified for an appointment by Company.

VIII. BOOK OF BUSINESS/EXPIRATIONS

The use, ownership, and control of expirations, the records thereof, and Producer's work product shall remain the property of Producer.

If upon termination of this Agreement Producer has not accounted for and paid all premiums and return commissions due to Company within thirty (30) days of written notice, the use and control of Producer's expirations, including all right, title and interest in and to the records thereof, shall be vested in Company as of the date of termination. In the exercise of its right to collect all indebtedness due from Producer through the ownership, use and control of Producer's expirations, Company shall use reasonable business judgment in selling the expirations and shall be accountable to Producer for all sums received which, after deduction of Company's expense, exceed the amount of Producer's debt to Company. To the extent that Producer's debt exceeds the sums received by Company in any sale of the expirations, Producer shall remain liable to Company. As an alternative, at Company's option, Producer may be permitted to post collateral acceptable to Company to ensure payment of any indebtedness and upon conveyance of such collateral Producer would retain the use and control of its expirations. Company would hold the collateral until the indebtedness is satisfied.

IX. CLAIMS & LOSS ADJUSTMENT

Producer shall report and direct the insured to report directly to Company all losses and claims of any type immediately upon receiving notice thereof. Producer shall immediately, but in no event more than forty-eight (48) hours after receipt of same, send to Company any claim report, notice of accident, proof of loss or other information, including any documents related to litigation/lawsuits arising from a claim, known or unknown to Producer and related to any claim against the Company or any of its policyholders. Producer agrees that it will not contact any third-party companies or vendors with regard to the loss prior to notification to and approval by the Company of same. Producer agrees to cooperate fully to facilitate the investigation, settlement and payment of any claim by Company. Notice to Producer of a claim shall not be deemed notice to Company, unless prohibited by applicable Florida law.

X. TERMINATION

A. Automatic Termination: This Agreement, and all authority hereunder, shall automatically terminate in the event that one or more of the following instances occurs:

1. If any public authority revokes, cancels, or declines to renew Producer's license;
2. If Producer sells, transfers, or merges with another agency, unless approved by Company, pursuant to Section VIII;
3. Upon the death or total disability of Producer, if Producer is an individual;
4. If Producer fails to account for or remit premium to or other monies due to Company;
5. Abandonment, insolvency, fraud, receivership, bankruptcy, and/or gross and willful misconduct on the part of Producer.
6. Producer failure to inform policyholder and or failure to notify all claims directly to the company within the first 48 hrs upon receiving notification thereof. (See Section IX)

B. Termination With or Without Cause: Subject to applicable state law, this Agreement and all authority hereunder, may be terminated by either party at any time and with or without cause upon delivery of ten (10) days written notice to the address of the other. Written notice includes, but is not limited to, registered or certified mail with return receipt requested, express overnight mail via a nationally recognized carrier, and e-mail notification, or a facsimile transmission.

C. Continuing Obligations after Termination: Termination by any method listed shall not be construed as fully discharging Producer's or Company's obligations. Upon termination, Producer and Company will continue to service the policyholder until nonrenewal, expiration, or cancellation of the policy, but Producer is not to place any new risk or renew any policies with inception dates after the date of termination of this agreement, except as provided by applicable state law; nor shall producer increase limits on existing policies or endorse additional items, risks, onto existing policies without Company's prior approval.

XI. SUSPENSION OF AUTHORITY

In addition to Company's right to terminate this Agreement pursuant to Section X, Company shall have the right to elect to immediately suspend the authority of Producer. If suspended pursuant to the terms of this Section, Producer may not obligate Company in any way under the terms of this Agreement. Company's right to suspend the authority of Producer is not intended to be an exclusive remedy and shall not restrict the ability to terminate the Producer subsequently.

XII. CONFIDENTIAL INFORMATION

All supplies including software, agent manuals, rating items, underwriting guidelines furnished by Company shall always remain the property of the Company and shall be returned to Company or its representatives upon demand. All information provided by and included in the supplies shall be also deemed confidential and proprietary information of Company. Producer shall not disclose to any individual or entity not a party to this Agreement, other than Producer's employees, any of the information that was furnished to Producer by Company. Confidential information shall also include all copies, reproductions, extracts and compilations of such information. This information also includes all those aforementioned, including electronic media, correspondence or software. Upon termination of this Agreement, all such information shall be returned within thirty (30) days of termination to Company. Any password(s) given to Producer by Company to access any software, Internet based application or interface, or website shall be confidential and not be disclosed to any third party, other than Producer's employees without the direct permission of Company. Producer shall ensure that all its employees who receive any confidential information, including passwords, comply with the obligations of confidentiality as outlined in this Agreement.

Producer may order a consumer report containing the applicant's credit score. Producer agrees to inform all such applicants that they will order consumer reports for use in calculating premium, and that the report will be available to Company and its affiliates. Consumer reports, including credit scores, may not be resold or transferred to any other person or entity. Producer agrees to adopt and implement strict procedures within its office to protect applicants' privacy and to comply with all laws including the Federal Fair Credit Reporting Act (FCRA). Producer agrees to advise anyone within its office involved in the point of sale credit process that the FCRA provides for personal civil liability as well as fines or imprisonment for obtaining information without having a permissible purpose. Producer agrees that when an applicant's premium changes based on credit information, it will disclose all pertinent and required information as prescribed by law.

Both Producer and Company share with one another confidential information regarding applicants and/or customers. Producer and Company, and the respective employees, has access to the nonpublic personal information of the applicants and/or customers of the other. Both Producer and Company hereby agree to maintain the confidentiality of such non-public personal information in accordance with all applicable privacy laws and regulations. This information is used to provide the products and services contemplated by this Agreement and as otherwise permitted by law and regulation. Producer and Company further agree to implement and maintain throughout the term of this Agreement security measures reasonably designed to: ensure the security and confidentiality of the non-public personal information; protect against any anticipated threats or hazards to the security and integrity of this information, and, protect against unauthorized access to or use of such confidential information that could result in substantial harm or inconvenience to any of our applicants and/or insureds.

XIII. SOFTWARE AND UPLOAD LICENSING

All software provided to Producer by Company is Company's property, and is being licensed to Producer, without charge, by virtue of Producer's status as an insurance representative for Company.

Producer agrees:

A. To accept a revocable, non-transferable, non-exclusive license to use the software in object code form. Producer shall not acquire any right, title or interest in or to the software for future diskettes, except the right to use them as herein provided;

B. The software is furnished to Producer "as is" and Company makes no warranties or representations, express, statutory, or implied, as to any matter whatsoever including, without limitation, the use, operation, performance, maintenance, or condition of the software, its merchantability or fitness for any particular purpose;

C. Company's liability for any damages or losses resulting from the software, or the use, operation, performance, maintenance, or condition, will be limited to the replacement of the software. In no event shall Company be liable for any loss of profits, or any direct, special consequential, exemplary, or incidental damages; and

D. The software and all related materials are proprietary to Company and are Company's valuable property. Producer shall not: disclose any software related materials to any third party, attempt to derive the source code or structure of the software, disassemble, reverse engineer, decompile, or decode or copy the software; modify, alter or enhance the software, or sell, lease, assign, sublicense, market, pledge, encumber, or transfer the software or any related materials. Producer shall advise all of its directors, employees, agents, or anyone else who has access to the software of the requirements of his Agreement.

Company agrees to indemnify and hold Producer harmless against any liabilities Producer may incur for damages resulting from Company's errors or omissions in the electronic transmission of information between Company and Producer, which are beyond Producer's control. Company disclaims all other warranties as to its computer equipment or software, express or implied, including implied warranties of merchantability and fitness for a particular purpose, and disclaims any liability for damage to Producer's computer equipment or software, the cost of procurement of substitute products or any special, exemplary, indirect, incidental or economic consequential damages, including loss of profits or revenues, loss of savings, loss of use, or costs of recovering lost data.

XIV. INDEMNIFICATION AND HOLD HARMLESS

Indemnification by Company

Company shall indemnify and hold Producer harmless against any liability, including attorney's fees and costs of investigation and defense incident thereto, arising as a result of:

1. Company acts and omissions in violation of this Agreement, including any action of Company which is in violation of any law or regulation, except to the extent Producer causes, contributes to, or compounds such errors;
2. Failure of an insured to receive notice of cancellation, non-renewal, impairment of aggregate limits, or any other notice affecting coverage on Company related business;
3. All actions or inactions of Producer based upon Producer's use of forms supplied by the Company, or upon Producer's following instructions, procedures or guidelines established by the Company, except to the extent Producer causes, contributes to, or compounds such failure; and
4. Damages sustained by any person as a result of information furnished by Producer to Company, unless Producer furnishes false information with malice, knowledge or willful intent to injure.

B. The Company's obligation to indemnify shall be conditioned upon prompt notification by the Producer to the Company of any claim made or legal action brought against the Producer which is subject to indemnification as set forth above and the Company shall have the right to direct the investigation, settlement and defense of any such claim or action. If the Producer fails to notify the Company pursuant to this Section, the Company's obligation to indemnify the Producer under this Section shall not apply.

C. The Producer shall indemnify, hold harmless, save and defend the Company against liability for damages (including reasonable expenses and legal fees) caused by or resulting from any act or omission of the Producer except to the extent that the Company caused, compounded or contributed to the Producer's act or omission.

D. The Producer's obligation to indemnify shall be conditioned upon prompt notification by the Company to the Producer of any claim made or legal action brought against the Company which is subject to indemnification as set forth above and the Producer shall have the right to direct the investigation, settlement and defense of any such claim or action. If the Company fails to notify the Producer pursuant to this Section, the Producer's obligation to indemnify the Company under this Section shall not apply.

XV. AMENDMENTS, MODIFICATIONS, SEVERABILITY; APPLICABLE LAW

Producer and Company agree that this Agreement may be amended from time to time by Company to modify: (a) allowable classes of insurance and the rules and rates for them; (b) authority of Producer; (c) commission payable to Producer, as outlined in Section IV, and; (d)

other related matters. These amendments may be expressed as Addenda or Guidelines to the Agreement.

Company may formally revise this Agreement upon giving thirty (30) days prior written notice to Producer setting forth the revisions and their effective dates. If Producer requests within ten (10) days written notice, Company agrees to confer with Producer regarding the revisions. Upon compliance by Company with the provisions of this paragraph, the revisions shall become effective on the date specified in the notice.

This Agreement is subject to any restriction placed on Producer or Company by applicable Florida law, but shall be governed by, and construed in accordance with the laws of the State of Florida regardless of the laws that might otherwise govern under that state's applicable principles of conflict of law. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it into compliance with that law. The determination by any court of competent jurisdiction that any provision or term of this Agreement is unenforceable shall in no way impair or affect the validity or enforceability of any other provision in this Agreement.

XVI. SUMMARY PROVISIONS

It is expressly understood that this Agreement constitutes the entire understanding and supersedes all previous agreements, whether oral or written, between Producer and Company and may not be altered or modified as to any terms or conditions unless such alterations are made in accordance with Section XV above. Any and all prior representations, statements, and/or agreements between Producer and Company are merged herein. In the event Company should not insist upon strict compliance with any of the terms of this Agreement or any provisions contained in the Guidelines, such failure shall not constitute a waiver or relinquishment on Company's part to insist upon such compliance at any other time or times.

This Agreement shall extend to all successors, transferees and assigns of Company and neither it nor any of the conditions, reimbursements, benefits and/or obligations arising hereunder shall be assigned or transferred either in whole or in part without the prior written consent of Company as provided in Section VII.

The enumeration, headings and captions contained in this Agreement are inserted for the convenience of reference only and are not intended to have any substantive significance in the interpretation or construction of this Agreement. The singular use of any term hereunder shall include the plural thereof where applicable and vice versa. By signing this Agreement, you acknowledge receipt of a copy of the Agreement and agree to be bound by all of its terms and conditions.

XVII. ARBITRATION

If any dispute or disagreement arises in connection with interpretation of this Agreement, its performance or nonperformance, the parties shall make every effort to settle the dispute informally and in good faith. If the parties cannot agree upon a settlement of the dispute within thirty (30) days from the time it arises, or within a longer period agreed upon in writing by both parties, then the matter in controversy shall be submitted to arbitration in accordance with the rules of the American Arbitration Association (AAA), and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

The parties may agree to submit the dispute to one arbitrator; otherwise, there shall be three. One named in writing by each party within twenty (20) days after notice of arbitration is served by either party against the other, and a third arbitrator selected by these two arbitrators within twenty (20) days thereafter. If the arbitrators are unable to agree upon a third arbitrator, then the third arbitrator shall be chosen impartially by the AAA. Discovery may be pursued at the option of either party prior to arbitration. The determination of arbitrators shall be final and binding on all parties, provided that such determination is made in writing and signed by a majority of the arbitrators. The arbitrators shall provide a written statement explaining the reasoning for their determination. When the arbitration results in an award, such award shall include interest at the judgment rate as determined by applicable law, from the date when the amount that is subject to the award first became due. Arbitration costs shall be borne equally by the parties, provided, however, that the arbitrators may assess one party more heavily than the other for these costs upon finding that the party did not make a good faith effort to settle the dispute informally when it first arose. Each party shall be responsible for its own attorney's fees. Unless the parties agree otherwise, all hearings or other proceedings shall be held in Producer's home state.

XVIII. RECORDS AND AUDIT RIGHTS

Producer shall forward to Company all applications, requests for cancellation of policies and endorsements or other modifications of existing insurance, except as may be modified by Section XIX – Original Records Maintenance Agreement herein applicable to this Agreement. Producer shall keep full, complete, true records of all transactions with policyholders and other parties on behalf of Company. Producer's records shall include full and accurate accounts of all premiums collected for Company and other financial transactions affecting Company in such form as is acceptable to Company.

At any reasonable time upon notice, all Producer's records and documents pertaining to the business placed with Company should be available for inspection and audit by Company during regular business hours. Producer shall grant Company, its agents, insurance regulatory authorities, and other examination personnel access to any of its facilities for the purpose of inspecting and auditing records and documents maintained by Producer relating to insurance transaction under this Agreement. Producer shall provide reasonable assistance in performing any such audit or inspection.

XIX. ORIGINAL RECORDS AGREEMENT

This section applies only if expressly signed and approved below by Company's representative. In the event that this section applies, and notwithstanding any provision in the Producer Agreement to the contrary, Company grants authority to Producer to receive and maintain original records and documents of policy forms, applications, certificates and other relevant printed material, collectively referred to hereinafter as "Original Documents," some of which may require the signature of policy applicants or policyholders. All Original Documents shall be retained by Producer from the date of policy termination for five (5) years.

Producer also agrees to retain all Original Documents for each of its policyholders and applicants with Company for which the original information has been electronically uploaded or submitted to Company. All Original Documents shall remain the property of Company and shall be returned to Company upon termination of the Producer Agreement or otherwise upon written request from Company to Producer. Producer may retain copies of any Original Document that has been returned to Company. Should Company need Original Documents or copies thereof for any reason, Producer agrees to cooperate completely with Company in the investigation or settlement of any loss, claim, accident or complaint. Failure to comply with any provision of this section shall constitute grounds for termination of the Producer Agreement.

The parties to this section acknowledge and agree that the provisions of this section shall not supersede any provision of the Producer Agreement except to the extent that provisions in this section contradict provisions in the Producer Agreement pertaining to the retention of records by Producer and/or the submission of records to Company. Should such contradiction occur, the provisions of this section shall be controlling and said contradiction shall in no way affect the validity of any other provisions in the Producer Agreement.

This Section applies to the Producer Agreement:

Signature of Company Representative

XX. FUNDS TRANSFER AUTHORIZATION AGREEMENT

Completing this Funds Transfer Authorization Agreement (hereinafter referred to as “Authorization Agreement”) allows Company to directly deposit commission checks electronically into a bank account designated by the Producer.

Producer hereby authorizes Company to CREDIT entries to the account indicated below at the financial institution named below hereinafter referred to as “Depository.”

Depository Name	
Telephone	
Account Type	Checking <input type="checkbox"/> Savings <input type="checkbox"/>
Routing Number	
Account Number	
Producer Name	
Producer Code (Avatar completes)	

This authorization is to remain in force and effect until Company has received written notification from Producer of its termination in such time and manner as to afford Company and Depository a reasonable opportunity to process the termination.

Producer Signature: _____ Effective Date: _____

ADDENDUM I. COMMISSION SCHEDULE

It is mutually understood and agreed as follows:

The Agent shall be entitled to receive as its sole commission and payment for any insurance coverage written under the Voluntary Agreement the commission rates defined below. The rate of commission payable to the Agent will be based on the commissionable policy premium received. No commissions are payable on any policy fees and surcharges.

Commission payable under this contract applies as provided below:

Product	New Business (all counties except S FL)	Renewal (all counties except S FL)	South Florida* - New Business	South Florida* - Renewal
Homeowners	12%	10%	10%	10%
Dwelling Fire				
Other				

*South Florida = Palm Beach, Broward, Monroe, Miami-Dade

EFFECTIVE DATE OF COMMISSION RATE AMENDMENT: _____

“AGENT” _____

“COMPANY” _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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 U.S. 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, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations 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 ⁴
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 "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.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*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, 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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. commonwealths and 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.