



let's be honest

## twico Appointment Package – Service Only

This packet contains all paperwork needed to become an appointed agent with The Woodlands Insurance Company (twico) . Please complete and sign the requested information and email the completed package with all attachments to [appointments@twico.com](mailto:appointments@twico.com).

- \_\_\_ Agent Profile
- \_\_\_ Agency Agreement
- \_\_\_ Privacy Notice
- \_\_\_ Direct Deposit Authorization Form
- \_\_\_ W-9
- \_\_\_ Copy of current E&O Declarations Page
- \_\_\_ Copy of Agency and/or Agent Insurance License

\*\*\*Please note, the Agent or Agency entity listed on all documents must match.

**twico**<sup>™</sup>

THE WOODLANDS INSURANCE CO.

1201 Lake Woodlands Dr., | Ste. 4020

The Woodlands, TX 77380

866.466.8934 T | 281.367.3424 P | [twico.com](http://twico.com)

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# Appointment Questionnaire

**Agency Name:** \_\_\_\_\_ **DBA:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Location Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Classification: Sole Proprietor    LLC Corporation Partnership    Year established: \_\_\_\_\_

EIN: \_\_\_\_\_ Agency Lic. #: \_\_\_\_\_ Web Site: \_\_\_\_\_

Are you a Captive Agent?    Yes No    If Yes, with whom? \_\_\_\_\_

Appointment Type Desired:    TWICO Wind - Service Only    TWICO Wind - Binding    TWICO Full Product

**Principal Agent:** \_\_\_\_\_ **SSN:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ License #: \_\_\_\_\_

Years of insurance experience: \_\_\_\_\_ Years of experience as Agency Owner: \_\_\_\_\_

### Licensed Agents Who Will Access the System

First Name	Last Name	Title	Email Address	License No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



THE WOODLANDS INSURANCE COMPANY  
1201 Lake Woodlands Drive, Suite 4020  
The Woodlands, Texas 77380

**AGENCY AGREEMENT (SERVICING ONLY)**

THIS AGREEMENT, made on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is entered, by, and between The Woodlands Insurance Company ("TWICO") with offices at 1201 Lake Woodlands, Suite 4020, The Woodlands, TX 77380, and

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

A duly licensed insurance AGENCY in of the State of \_\_\_\_\_, hereinafter referred to as "AGENCY" whose principal business address is

\_\_\_\_\_ (Street, Suite #, City, State, Zip Code)

WHEREAS, the purpose of this Agreement is to establish a framework within which the AGENCY and TWICO may grow their respective businesses;

WHEREAS, TWICO desires to be associated with the AGENCY for the primary purpose of having the AGENCY service its lines of business as outlined on the attached Commission Schedule A on the behalf of TWICO;

WHEREAS, the AGENCY desires to be associated with TWICO for the primary purpose of servicing its lines of business as outlined on the attached Commission Schedule A as offered TWICO;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

**ARTICLE I: Definitions**

As used herein, the terms below shall have the following meanings:

**AGENCY(s)** – an AGENCY is an individual, corporate or otherwise, duly licensed by the appropriate regulatory authority in one or more states to sell insurance policies and products.

**Carrier(s)** - TWICO is a Texas domiciled insurance carrier.

**Commission(s)** – any First-Year Commissions and renewal Commissions as the result of the sale of Product(s) by AGENCY.

**Customer** – is the person or entity which AGENCY refers to TWICO for purpose of procuring an insurance policy or product.

**Party or Parties** - means either TWICO and/or AGENCY. The plural means both TWICO and AGENCY.

**Product(s)** – the property and casualty product outlined on the attached Commission Schedule A offered by TWICO.

REVISION DATE: 6/21/2017

\_\_\_\_\_ TWICO

\_\_\_\_\_ AGENCY

**Year** – TWICO’s fiscal Year beginning January 01 and ending December 31.

**ARTICLE II: Authorities and Responsibilities**

- 1.1. TWICO hereby grants authority to AGENCY to service books of business; subject, however, to the restrictions placed upon such AGENCY by the laws of the State of the “State” where AGENCY does business and further limited to the following terms and conditions which are mutually agreed upon between TWICO and the AGENCY.
- 1.2. The AGENCY in servicing may receive calls or requests from an insured to process endorsements, cancellations, reinstatements or renewals as well as take payments for existing or renewal business. The Agency may also be asked to obtain additional information from an insured to support a discount or other information pertaining to a policy.
2. All monies due to TWICO should be paid by the client or mortgagee directly to TWICO. Monies collected from AGENCY Customers for TWICO policies shall be submitted to TWICO within 10 days of AGENCY receipt thereof.
  - 2.1. In the event TWICO shall, either during the continuance of this agreement or after its termination, refund premiums under any policy due to cancellation or otherwise, the AGENCY shall immediately return to TWICO the commission originally retained or paid to the AGENCY on the amount of the premium refund.
  - 2.2. Binder charges, earned premiums and audit premiums on all cancellations are the AGENCY’s responsibility. Flat cancellations are not allowed.
3. Except as expressly provided or authorized herein, AGENCY will have no authority to act for or on behalf of TWICO except as provided in this Agreement. No other authority, power, or use is granted or implied by this AGENCY Agreement.
4. AGENCY covenants and agrees to comply with all the terms and conditions of this Agreement, as well as all applicable federal, state, and local laws, ordinances, and regulations, which relate to the sale of insurance.
5. AGENCY shall during the terms of this Agreement have an Errors and Omissions Insurance Policy carrying a combined limit of \$1,000,000. The insurance limits may be changed by TWICO if deemed advisable in the reasonable discretion of TWICO.
6. AGENCY and TWICO expressly agree that, as to each other, they are independent contractors for all purposes in the performance of this Agreement, and that none of either party’s employees or AGENCYS shall be considered an employee of the other for any purpose.
7. AGENCY shall be responsible for all costs and expenses incurred in connection with the operation of AGENCY’s office. AGENCY specifically agrees to acquire the hardware and software deemed necessary in accordance with specifications required for processing transactions for TWICO.
8. TWICO shall not oversee the daily performance of any work by AGENCY or AGENCY’s employee(s) but TWICO does reserve the right to instruct AGENCY and/or require compliance with instructions as to procedures needed to be implemented to place coverage for Customers.
9. TWICO may appoint other AGENCIES in the same geographic area as AGENCY. AGENCY has not been assigned an exclusive territory.

**ARTICLE III: Compensation**

1. AGENCY shall be paid in accordance with the following guidelines:
  - 1.1 TWICO will pay commission to agency in accordance with attached TWICO Commission Schedule A to be offset by any commissions on return premiums. Commissions will not be paid on any premiums collected through the use of a third party such as a collection agency.
  - 1.2 Agency agrees to immediately refund any unearned commissions due to cancellations or other transactions; TWICO reserves the right to offset such amounts due against any commissions otherwise due AGENCY.
  - 1.3 No assignment of commissions will be permitted unless the written permission of an officer of TWICO is obtained.
  - 1.4 No Commissions shall be paid if AGENCY fails to maintain all appropriate licenses or violates the terms of this Agreement.
  - 1.5 No commissions are paid on installment fees or policy fees.
  - 1.6 TWICO reserves the right to change or modify marketing programs, commission rates and other incentive programs as published.
  - 1.7 TWICO reserves the right to modify or amend Commission Schedule A, but will first provide AGENCY with sixty (60) days' notice prior to any new commission schedule becoming effective.

#### **ARTICLE IV: AGENCY's Representations and Warranties**

1. AGENCY is in good standing under the laws of Resident State and has all requisite power and authority to carry on the business in which the AGENCY is engaged pursuant to the provisions of this Agreement.
2. AGENCY has all the requisite power and authority to execute, deliver, and perform this Agreement and all other agreements to be executed and delivered by AGENCY hereunder or in connection herewith. This Agreement and each such other agreement has been or will be duly executed and delivered by AGENCY and constitute the legal, valid, and binding obligations of AGENCY enforceable against AGENCY in accordance with their terms.
3. AGENCY warrants it will maintain all the necessary licenses, permits, and all approvals of any federal, state, or local governmental entity necessary for the AGENCY to sell Insurance and/or Securities and to perform all other acts required under this Agreement.

#### **ARTICLE V: Trademarks**

1. AGENCY shall not, without the prior written consent of TWICO, use "TWICO", or related logos (collectively "Trademarks"), in any capacity whatsoever.
  - 1.1. AGENCY acknowledges and agrees that TWICO is the exclusive owner of the Trademarks. AGENCY agrees not to modify any of the Trademarks, and will use the Trademarks only as approved by TWICO in writing. AGENCY shall not use the Trademarks in advertising in any form, including, without limitation, direct mail, newspaper, magazine, television, and radio advertisement without prior written approval from TWICO.
  - 1.2. AGENCY may not use the Trademarks in AGENCY's name, contracts, Agreements, bank accounts, brochures, stationery, business cards, financial statements, or otherwise without prior written approval from TWICO.
  - 1.3. AGENCY further acknowledges that all the goodwill associated with the Trademarks, regardless of its source, belongs exclusively to TWICO and remains the property of TWICO upon the termination or expiration of this Agreement.

1.4. Any unauthorized use of the Trademarks shall constitute an infringement of the rights of TWICO, for which AGENCY may be liable for damages or subject to equitable relief for the benefit of TWICO.

#### **ARTICLE VI: Indemnity**

The purpose of this Article is for a Party whose act(s) or omission(s) causes liability or damage to protect the other Party from such losses due to such act(s) or omission(s).

1. AGENCY hereby covenants and agrees to defend, indemnify, and hold harmless TWICO and its officer(s), director(s), employee(s), and AGENCY(s) from, against, and with respect to any and all demands, claims, actions or causes of actions, losses, liabilities, damages, assessments, deficiencies, taxes, costs and expenses, including without limitation, interest, penalties and reasonable attorneys' fees and expenses, asserted against, imposed upon or paid, incurred or suffered by TWICO, or its officer(s), director(s), employee(s), or AGENCY(s), on account of or as a result of AGENCY's activities or those of AGENCY's employee(s) or AGENCY(s) under this Agreement or transactions by AGENCY or AGENCY's employee(s) or AGENCY(s).
2. TWICO hereby covenants and agrees to defend, indemnify, and hold harmless AGENCY and its officer(s), director(s), employee(s), and AGENCY(s) from, against, and with respect to any and all demands, claims, actions or causes of actions, losses, liabilities, damages, assessments, deficiencies, taxes, costs and expenses, including without limitation, interest, penalties and reasonable attorneys' fees and expenses, asserted against, imposed upon or paid, incurred or suffered by AGENCY, or its officer(s), director(s), employee(s), or AGENCY(s), on account of or as a result of TWICO's activities or those of TWICO's employee(s) or AGENCY(s) under this Agreement or transactions by TWICO or TWICO's employee(s) or AGENCY(s).
3. AGENCY will provide TWICO with proof of current E & O coverage and DOI Licenses annually upon renewal, and at any time upon request by TWICO.
4. AGENCY is responsible for obtaining appropriate signatures on applications, exclusions, endorsements, rejections, and all other applicable documentation, and for maintaining said documentation. AGENCY will be liable for any claim made due to not having a copy of said documentation.

**ARTICLE VII: Payment; Right of Offset**

Any indebtedness or obligation (including the indemnity obligation set forth in Article VI Sections 1, 2 and 3 of this Agreement), which one party may have to the other shall be payable on demand. TWICO shall have the right to offset any Commissions or other amounts payable to AGENCY by TWICO against such indebtedness or obligation.

**ARTICLE VIII: Modification / Termination**

1. This Agreement may be modified by TWICO at any time with thirty (30) days written notice to AGENCY.
2. This Agreement may be terminated without cause by either party at any time with ten (10) days written notice to the other.
3. Any modification or termination of any contract of insurance or of this agreement shall be in writing, signed and shall be effective when mailed, emailed or sent by facsimile to the addresses set out herein.
4. This Agreement will automatically terminate upon the death of AGENCY, if an individual, or upon the dissolution of AGENCY, if a partnership, limited liability company, corporation, or other entity. TWICO may also immediately terminate this Agreement if AGENCY has a criminal record, in the event of fraud by the AGENCY or by the employee or AGENCY of the AGENCY, or if any law, statute, or ordinance is enacted which would cause the terms hereunder to be invalid or illegal.
5. Upon termination of this Agreement, AGENCY shall immediately return to TWICO, at its corporate headquarters, all documents, software, records, and copies compromising, referring to or reflecting the trade secrets, know-how, or any technical or business information of TWICO provided to AGENCY under this Agreement.
6. Upon Termination of this Agreement pursuant to the last sentence of Article VIII Section 5 above, AGENCY will forfeit all rights to receive future compensation under the terms of this agreement.

**ARTICLE IX: Ownership of Insurance Accounts**

1. The AGENCY owns the expirations of insurance policies where AGENCY is the producer of record. The ownership, use and control of the expirations shall not be curtailed by TWICO as long as the AGENCY is in good standing pursuant to the terms of this Agreement. This means no monies can be owed TWICO and AGENCY must be in good standing with regard to Article IV AGENCY’s Representations and Warranties.

**ARTICLE X: NOTICES**

1. Any notice provided for herein must be in writing, and it will be deemed to have been given, delivered, or served when delivered personally to the party who is to receive it.
2. Unless TWICO notifies AGENCY in writing of different contact information, AGENCY will provide any written notice to TWICO to:

TWICO, Inc.  
1201 Lake Woodlands Drive,  
#4020 The Woodlands, TX 7738  
1-281-367-3424 / AGENTinfo@twico.com

Unless AGENCY notifies TWICO in writing of different contact information, TWICO will provide any written notice to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ARTICLE XI: Right of Inspection**

1. The AGENCY shall keep true and complete records and accounts of all transactions with policyholders and with TWICO.
  - 1.1. AGENCY grants TWICO the right, at all reasonable times, for any proper purpose to make an examination and audit of AGENCY's files and records, and to make copies if necessary.
  - 1.2. Examination, audit, and copying can be either by an employee of TWICO or an individual contracted by TWICO.

**ARTICLE XII: Execution of Agreement**

1. This Agreement shall insure to the benefit of and be binding upon AGENCY and TWICO, their respective AGENCYs, personal representatives, heirs, successors, transferees, and assigns.
2. Except as otherwise expressly provided herein, the rights and obligations of AGENCY pursuant to this Agreement may not be assigned without the express written consent of TWICO.
3. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason by any court of competent jurisdiction, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Agreement, and this Agreement shall otherwise remain in full force and effect and be enforced in accordance with its terms, including in a manner that may be reasonably required in order to render any provision that has been held, declared, or pronounced void, voidable, invalid, unenforceable or inoperative to become valid, enforceable, and operative.
4. Failure to enforce any provision of this Agreement shall not be construed as a waiver, nor shall such failure prevent the later enforcement of said provision.
5. This Agreement may be executed in counterparts; in which case, all such counterparts shall constitute one and the same Agreement.
6. This Agreement shall be construed in accordance with and governed by the laws of TEXAS, without giving effect to conflicts of laws. Exclusive venue for any dispute hereunder shall lie in the courts of Montgomery County, Texas.
7. For purposes of executing this Agreement, a document signed and transmitted by facsimile or telecopy is to be treated as an original document. The signature of any person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopy or the fact that any signature was transmitted through the use of a facsimile or telecopy machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.
8. This Agreement shall not be construed either more favorably or more strongly against either party. Both Parties will be deemed to be the authors of this Agreement.
9. The Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations and Agreements, whether written or oral.



THE PARTIES HERETO DO HEREBY EXECUTE THIS AGREEMENT TO BE EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**TWICO, Inc.**

Richard F. Bunch III  
\_\_\_\_\_  
(Print Name)

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

President / CEO  
\_\_\_\_\_  
(Title)

**AGENCY**

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

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

\_\_\_\_\_  
(Title)



**Schedule A – Commissions**

	New	Renewal
TWICO – Wind only	16%	16%



let's be honest

## Privacy Notice

### Addendum to Agency Agreement(s)

In compliance with the Gramm-Leach-Bliley Act, established November 12, 1999, The Woodlands Insurance Company is committed to protecting the privacy and confidentiality of all consumer information we obtain.

All authorized Agents of The Woodlands Insurance Company will securely protect all information collected, received, or maintained regarding consumers. Administrative, technical, and physical safeguards will be implemented to ensure the security and confidentiality of all consumer information and records. Misuse of consumer information is subject to disciplinary action.

I have read, understand, and agree to the above privacy policy of The Woodlands Insurance Company. Failure to comply with the privacy policy set forth by The Woodlands Insurance Company may result in termination of my Agency Agreement with The Woodlands Insurance Company.

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

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**twico**<sup>™</sup>

THE WOODLANDS INSURANCE CO.

1201 Lake Woodlands Dr., | Ste. 4020

The Woodlands, TX 77380

866.466.8934 T | 281.367.3424 P | [twico.com](http://twico.com)

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# Direct Deposit Agreement

## Authorization Agreement

Agent Name \_\_\_\_\_

Email Address \_\_\_\_\_

I hereby authorize TWICO to initiate automatic deposits to my account at the financial institution named below.

Further, I agree not to hold TWICO responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until TWICO receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Accounting Department.

## Account Information

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_ **Checking** **Savings**

Account Number: \_\_\_\_\_

## Signature

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



TWICO Direct Deposit

09/07/2016



**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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see 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 <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.