



## Agency Appointment Package

Thank you for your interest in Breakwater Insurance Brokerage. In order to receive an agency appointment, please review and complete all of the following information and return to:

Email: [info@breakwaterbrokerage.com](mailto:info@breakwaterbrokerage.com)

Fax: 508-232-4607

Once all of the information is completed and the application received, we can generally offer an appointment within 2 business days.

# Breakwater Insurance Brokerage, LLC

## Broker's Agreement

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Breakwater Insurance Brokerage, LLC, a Massachusetts corporation with offices at 434 Route 134, So. Dennis, MA 02660, representatives, successors and assigns (and their heirs, if individuals) ("Breakwater") and ("Broker") \_\_\_\_\_ of \_\_\_\_\_ state of \_\_\_\_\_ (agency name) ("Licensing State").  
(address)

Witnesseth that:

Breakwater hereby grants authority to the Broker to submit for insurance coverage, risks located in the Licensing State under insurance programs available through Breakwater and the insurance company(ies) set forth in the attached schedule (s) hereof ("Company(ies)"). This authority is subject to the laws of the Licensing State in which such Broker is authorized to write insurance business and to the terms and conditions hereinafter set forth.

It is Hereby Agreed between Breakwater and the Broker as follows:

### 1. Broker's Responsibilities

1.1 The Broker agrees to maintain a Producer's insurance license in the Licensing State for property and casualty insurance and to adhere to the laws and responsibilities that apply. A copy of said license shall be submitted with this Agreement. Subsequent renewals of said license will be submitted to Breakwater in a timely manner.

1.2 The Broker shall verify E&O coverage required in section 9.1.3 and will provide Breakwater with a copy of your policy's declaration page or Certificate of Insurance upon renewal yearly.

### 2. Premium Remittance

2.1 It is agreed and understood that for any programs requiring premiums to be collected by the Broker such premiums are held in trust and that such premiums are property of Breakwater and the Companies, that the Broker has no interest in the premiums collected by him and shall make no deductions there from before paying same to Breakwater.

2.2 Specific Premium remittance instructions are set forth in the attached schedule(s).

2.3 Should the Broker fail to pay Breakwater or the Company(ies) any premiums when due, including those incurred by audits or interim reports, then the Broker agrees to bear any collection or other expenses, including reasonable attorney fee and costs, expended by Breakwater or the Company(ies) to enforce collection from the Broker to the extent allowed by law. Any earned premium owed by the Brokers to Breakwater or the Company(ies) will be offset with earned commissions owed to the Broker by Breakwater or the Company(ies).

2.4 If the Broker has failed to account for and pay to Breakwater or the Company(ies) immediately upon demand, all premiums for which he may be liable, all records and use and control of expirations shall be vested in Breakwater and the Broker agrees to execute any documents necessary to formally place the title thereto in Breakwater. Breakwater likewise shall have the immediate right thereafter, at its discretion to sell, transfer, assign or otherwise handle and control the business and expirations covered by this contract to satisfy in whole or in part the obligations of the Broker to Breakwater or the Company(ies).

### 3. Commissions

3.1 Commission shall be as indicated in the Schedule(s) attached to this Agreement. Commissions may be changed by Breakwater upon written notice to the Broker. Commissions will be paid to the Broker only if and after and within 30 days of receipt by Breakwater of commissions on such sales from the Companies.

3.2 A return commission calculated at the same rate as the original commission thereon shall be deducted from each return premium including cancellations ordered by Breakwater.

4. Binding Authority: In no event may the Broker bind Breakwater or any of the Company(ies) on any risk or endorsement thereto.

5. Expenses: Breakwater shall not be responsible for any expenses of the Broker.

### 6. Notification of Claims

The Broker agrees to cooperate fully with Breakwater and the Company(ies) to facilitate the investigation and adjustment of any claim when requested and in the manner requested by Breakwater/the Company(ies) and under any such rules and regulations may be agreed upon from time to time. The Broker shall not appoint an adjuster or attorney to represent Breakwater or the Company(ies) on any claim without the express written permission of Breakwater and the Company(ies).

### 7. Termination

7.1 This agreement may be terminated upon immediate written threat notice, in the event there has been a violation of either Breakwater or the Broker's duties, and/or insolvency, threat of insolvency, fraud, abandonment, willful, gross or negligent misconduct, as it relates to this agreement, including the termination or suspension of either Breakwater or the Broker's license.

7.2 This agreement will be continuous and may be terminated by either party any time by 10 days written notice, with cause for any or no reason. In the event of termination, the Broker's records, use and control of expirations shall remain the property of the Broker and shall be left in his possession except as provided under Section 2 hereof.

8. Ownership of Expirations: The use and control of expirations, and the records thereof, shall remain in the undisputed possession and ownership of the Broker, except as provided under Section 2 hereof.

### 9. Indemnification

#### 9.1 The Broker

9.1.1 Is not an employee of Breakwater but is an independent contractor.

9.1.2 Shall indemnify Breakwater and its affiliates and their officers, directors, shareholders, employees, and agents for any third party claims and any fines or penalties or investigations instituted or assessed against Breakwater by governmental authorities arising as a result of the actions, inactions or transactions of the Broker or parties affiliated with or under the direction of the Broker. The Broker shall provide immediate repayment to Breakwater for any liability incurred by reason of the foregoing.

9.1.3 Shall maintain, at its own expense, Errors & Omissions insurance with minimum limits of \$1,000,000 each claim, \$1,000,000 aggregate. In the event the Broker purchases a combined single limit (CSL) policy, the minimum limit shall be \$1,000,000.

10. Arbitration Clause: The following procedure will be followed in the event of a disagreement or dispute involving the interpretation of this agreement or the performance or non-performance of Breakwater and the Broker:

10.1 The Parties will make a good faith effort to establish a meeting for the purpose of settling unresolved disputes.

10.2 Breakwater and the Broker are unable to resolve their conflict within 30 days, the controversy will be resolved by arbitration in accordance with the commercial rules adopted by the American Arbitration Association by a single neutral arbitrator selected by parties in Massachusetts.

10.3 The decision of the arbitrator will be binding on Breakwater and the Broker without right of appeal, and may be enforced by a court having jurisdiction over this Agreement. The determination of the arbitrator must be in writing and bear the signatures of the arbitrator.

10.4 Expenses of arbitration will be shared on an equal basis by Breakwater and the Broker. The arbitrator shall have the right to select one party for a greater amount of the expenses should it be found that the party did not initially make a good faith effort to resolve the dispute on an informal basis.

This agreement supersedes and voids all previous agreements, written or oral, existing between Breakwater and the Broker for the insurance program subject to this agreement and shall be governed by Massachusetts law.

Dated and Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(day) (month)

Breakwater Insurance Brokerage, LLC

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

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

Tax ID# \_\_\_\_\_

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

(Agent Name/Signature)

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

Be sure to enclose: A copy of your Broker's license and Errors & Omissions Insurance

Breakwater Insurance Brokerage, LLC  
UPC Acknowledgement Form

Agency Information

*(Please provide the following information regarding your agency.)*

Agency Name ("Producer", "My agency", or "I")

Federal Tax ID Number

Business Entity License Number *(if applicable)*

Producer License Number

Business Address

Business Phone

Business Fax

Principal Partner / Corporate Officer

*\*\*\* Please also attach a list of each licensed producer  
who produces business on behalf of the agency.\*\*\**

Acknowledgement ("Agreement")

*(Please read and initial this acknowledgement form.)*

\_\_\_ I understand Breakwater Insurance Brokerage, LLC (Breakwater) has arranged to be a facilitator to United Property & Casualty (UPC) for agents appointed directly to UPC.

\_\_\_ I understand the UPC will have the final decision on whether or not my agency will be approved to submit business through Breakwater.

\_\_\_ I understand I may be obligated to provide UPC references at their request.

\_\_\_ I understand that UPC does not have an A.M. Best rating.

\_\_\_ I understand that UPC has a Demotech Financial Stability rating of "A" as of this date.

\_\_\_ I understand I must provide a copy of my Errors & Omissions declarations in order to be eligible to submit business to UPC through Breakwater.

\_\_\_ I understand that UPC does not have profit sharing arrangements for business submitted through Breakwater to UPC.

\_\_\_ I understand that UPC is targeting coastal homeowners submissions.

\_\_\_\_ I understand that UPC has a volume expectation of at least \$25,000 per year in premium in order to continue to be eligible to submit business through Breakwater.

\_\_\_\_ I understand that should my agency fail to attain the desired volume or submits poor quality applications, it may be grounds for terminating access to UPC through Breakwater.

\_\_\_\_ I understand that Breakwater has no underwriting authority, claims authority or binding authority and that UPC makes all decisions on every aspect of every account written.

\_\_\_\_ I understand that UPC reserves the right to audit accounts and will execute on those audits from time to time.

\_\_\_\_ I understand if I am terminated by Breakwater or UPC I will no longer be allowed to submit new business through Breakwater to UPC.

\_\_\_\_ I understand that my agency will be paid by UPC on a monthly basis and such payments will be sent directly to my agency by UPC.

\_\_\_\_ I understand that my agency shall solely be responsible for the payment of all costs and expenses incurred by me in connection with any accounts written or services provided under this Agreement.

\_\_\_\_ I understand that my agency shall solely be responsible for the payment of all returned commissions for business written by my agency with UPC. Breakwater, may, at its option, offset my proportional share of any return premiums from any payments or commissions otherwise owing to me under Agreement, with copies of appropriate documentation substantiating such return premiums.

\_\_\_\_ I understand that I will be trained by Breakwater with the help of UPC on the submission process.

\_\_\_\_ My agency hereby agrees to indemnify and hold Breakwater and its affiliates, and its and their officers, directors, employees and agents, harmless from any and all claims, losses, costs, expenses, deficiencies, liabilities, obligations or damages (including related counsel fees and disbursements) arising from or in any manner related to (i) any inaccurate representation made in this Agreement, (ii) any breach of any of the agreements or warranties or any default in the performance of any of the covenants made under, or which are to be performed pursuant to, this Agreement, (iii) any errors and omissions, or intentional misconduct, of my agency or any of its employees, contractors, agents or licensed producers, or (iv) any action brought by a regulatory body as a result of actions or omissions by my agency or any of its employees, contractors, agents or licensed producers. I understand that Breakwater may, at its option, seek to affect a recovery of indemnification under this Agreement by offsetting such amounts against payments or commissions otherwise due to my agency under this Agreement. My agency shall be solely responsible for all acts and omissions of my employees, contractors, agents and licensed producers. This provision shall survive any termination of this Agreement.

## Reservation of Rights

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\_\_\_\_ UPC reserves the right to accept, reject or terminate any agency.

\_\_\_\_ UPC reserves the right to accept, reject or terminate any new or renewal business or account.

\_\_\_\_ UPC reserves the right to withdraw your agency at their discretion for any or no reason.

\_\_\_\_ UPC reserves the right to modify your agreement with Breakwater and UPC in order to facilitate a direct appointment.

\_\_\_\_ UPC reserves the right to determine all terms, conditions, and limitations.

\_\_\_\_ UPC reserves the right, upon reasonable notice, to audit and make copies all records for accounts written and placed through UPC.

\_\_\_\_ This Agreement may be terminated by Breakwater or UPC at any time upon 15 days written notice to Producer.

## Licenses and Compliance with Regulations

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\_\_\_\_ By signing this Acknowledgment Form, I represent and warrant that I am properly licensed as a Massachusetts insurance producer and all other licenses required to do business hereunder. I further warrant that any business which I submit to UPC involving persons or property situated in a state other than that of my domicile will, if accepted, be written and completed in accordance with all applicable insurance and other laws of that state and that I will indemnify Breakwater for any loss arising as a result of such activities.

\_\_\_\_ I agree to notify the UPC, and Breakwater, immediately of any termination, suspension, or expiration of my license in any state. I agree to notify the UPC and Breakwater immediately in the event you are charged with any wrongdoing for which penalty of suspension or revocation is possible. The failure on the part of UPC to elect to terminate my appointment as an insurance producer immediately shall not be construed as a waiver of the right to do so subsequently.

## Miscellaneous

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\_\_\_\_ Producer shall not have the authority to appoint other agents or sub-agents for purposes of this Agreement. Producer shall have no authority to make and shall not make any agency agreements on behalf of Breakwater, nor shall Producer make any agreements rendering or purporting to make Breakwater liable for the payment and/or repayment of expenses, commissions, or any other sums.

\_\_\_\_ I agree to report promptly to Breakwater, or any designated claims administrator, any fact, occurrence or incident of which I have knowledge that may result in a claim, together with reasonable details thereof. I will forward all documents and cooperate fully with Breakwater, or any designated claims administrator, in the investigation of any claim, if requested, and at my expense.

\_\_\_\_ I agree to agree to keep complete and accurate records and accounts of all transactions and to permit Breakwater at its own expense to inspect all records, during normal business hours, pertaining to business transacted under this Agreement.

\_\_\_\_ It is understood that Producer is an independent contractor and this Agreement does not permit Producer to bind Breakwater or any company or underwriter represented by Breakwater. Producer hereby expressly acknowledges that it is neither the agent nor the employee of Breakwater or any company or underwriters represented by Breakwater. This Agreement contemplates a non-exclusive business relationship between Producer and Breakwater and nothing contained herein shall prohibit or prevent either party from entering into any broker and/or agreements with other third-parties.

\_\_\_\_ This Agreement constitutes the entire and exclusive understanding between the parties with respect to its subject matter and is to be construed in accordance with and governed by the law of Massachusetts, without regard to conflict of laws issues.

\_\_\_\_ This Agreement may not be assigned by Producer without the written consent of Breakwater in its sole discretion.

\_\_\_\_ This Agreement shall be binding upon and adhere to the benefit of the parties hereto, their respective heirs, successors (by merger, acquisition or otherwise) and permitted assignees.

\_\_\_\_ All notices by the parties under this Agreement shall be delivered personally, or by facsimile transmission followed by appropriate prepaid certified or registered mail, addressed to the appropriate address set forth on the first page of this Agreement.

\_\_\_\_ No failure of either party to insist on strict compliance with this Agreement, or to exercise any right under it, shall be a waiver of such right. This Agreement may be amended by the parties by a writing signed by all parties. This Agreement may be executed in counterparts.

\_\_\_\_ I understand all of the information covered throughout this statement and agree to comply accordingly with all instructions, policies, and procedures within the program either written or stated.

Your signature signifies your acknowledgement and acceptance of the terms as outlined on your own behalf and on behalf of all licensed insurance producers that conduct insurance producer activity on behalf of your agency. You also acknowledge that United Property & Casualty will rely upon your agency's agreement with these terms as the basis for your agency allowance to access United Property & Casualty.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date





A Trusted Choice® Partner Company

### Authorization for Credit Report

By signing below, I/We authorize UPC Insurance to obtain a consumer credit report through a credit reporting company chosen by UPC Insurance.

I/We understand and agree that UPC Insurance intends to use this consumer credit report for purposes of evaluating my/our financial readiness to be appointed by UPC Insurance to represent the company.

I/We understand that this credit report will be retained on file at UPC Insurance and that the information will not be disclosed to anyone without my prior written consent.

If the permission being granted is received via e-mail, my/our typed name(s) below represents said authorization.

/	/	
Signature	Print Name and Title	Date

/	/	
Signature	Print Name and Title	Date

#### NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity Washington, D.C. 20580.



**UNITED INSURANCE AGENCY APPOINTMENT INFORMATION FORM-SUB CODE**

**Agency #** \_\_\_\_\_ **Federal Tax ID or SS#** \_\_\_\_\_ **Date** \_\_\_\_\_

**GENERAL INFORMATION**

**Agency Name** \_\_\_\_\_ **County** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Email** \_\_\_\_\_ **Web Address** \_\_\_\_\_

**AGENCY ORGANIZATION**

**Agency Principal** \_\_\_\_\_ **Title** \_\_\_\_\_

**Agency Principal** \_\_\_\_\_ **Title** \_\_\_\_\_

**Agency Principal** \_\_\_\_\_ **Title** \_\_\_\_\_

# Schedule of Commissions for Breakwater Insurance Brokerage, LLC

## Homeowners

Commissions paid to the Broker for new and renewal policies would be as follows:

Commission Rate

15% \*

\* Note: Commissions due the Broker will be paid directly to the Broker by UPC at the rate of 15%.

## Dwelling Fire

Commission Rate

10% \*\*

\*\* Note: The Commission Rate for Dwelling Fire is separate and is at a rate of 10%.

## Flood

Commission Rate

15% \*\*\*

\*\*\* Note: The Commission Rate for Flood is separate and is at a rate of 15%.

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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* on page 1.

**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

### Name

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

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

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

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

**Disregarded entity.** 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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income 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 the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, 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.

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

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

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

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

**Part I. Taxpayer Identification Number (TIN)**

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

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

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

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

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

**Privacy Act Notice**

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