



212 Key Drive
Madison, MS 39110
(800) 844-0536
(601) 853-6141 – fax
www.sportsfitness.com
askus@sportsfitness.com

INSTRUCTIONS FOR OBTAINING AN APPOINTMENT

To obtain a limited appointment to place business with Sports & Fitness Insurance Corporation, the following forms must be submitted:

- Sports & Fitness Producers Agreement
- Sports & Fitness Limited Appointment Application
- W-9 Form
- Current Errors and Omissions Declarations Page
- Current Agency and Individual Licenses for states where agency will place business

Mail, Fax, or E-mail completed forms to:

Attn: Kim Tucker
Sports & Fitness Insurance Corporation
212 Key Drive
Madison, MS 39110
(800) 844-0536 x 2262
(601) 707-1019 – fax
ktucker@sportsfitness.com

Sports and Fitness Insurance Corporation

214 Key Drive, Suite 2000
Madison, MS 39110

Post Office Box 1967
Madison, MS 39130

Telephone (601) 898-8464 or (800) 844-0536



PRODUCER'S AGREEMENT

Agreement made between Sports and Fitness Insurance Corporation (hereinafter "SFIC") and _____
_____ (hereinafter "Producer").

In consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SFIC has agreements with certain insurers (including risk retention groups) to underwrite insurance contracts on their behalf or to submit applications to them for consideration.
2. Producer represents and warrants Producer holds all necessary licenses and permits for the conduct of its business, including all business conducted by SFIC, with proper authority to accept and market insurance submissions in the following state(s) of _____. Producer agrees to maintain all such licenses and permits at its expense for as long as necessary to accomplish the purposes of this Agreement.
3. The Producer may submit applications for insurance to SFIC for consideration. No insurance is ever bound except in writing by SFIC or when a policy number is assigned by SFIC, whichever is first in time.
4. NO AUTHORITY IS GRANTED THE PRODUCER TO BIND SFIC, NOR THOSE INSURERS REPRESENTED BY SFIC, ON ANY INSURANCE CONTRACT or any related matter. Producer shall have no authority to alter or waive any policy provision, extend the time for payment of premiums, or commit SFIC or the Insurer with respect to any claim or any related matter. Producer shall indemnify and hold harmless SFIC and any Insurer against all costs resulting from unauthorized transactions by Producer under this Agreement.
5. SFIC gives limited authority for Producer to issue Certificates of Coverage. However, those Certificates of Coverage cannot modify, extend, add, or alter coverage as issued and bound by SFIC.
6. Producer understands and agrees they are neither an agent nor a representative of SFIC except as may be explicitly provided herein.
7. The Parties agree that, once the Producer has requested SFIC to bind or effect coverage and such coverage has, in fact, been bound or effected, such coverage shall not be cancelled flat (i.e., without notice) and Producer shall use good faith efforts to maintain in effect such coverage and renewals thereof. Nothing in this Agreement shall be construed as limiting or restricting the right of SFIC or the Insurer to cancel any policy of insurance issued under this Agreement for non-payment, or in accordance with the provisions of the policy, the provisions of applicable law, or by the mutual written agreement of SFIC and Producer.
8. Producer is responsible to SFIC and will immediately remit to SFIC when due, all premiums, audits, fees or other monies, less Producer's commission, ON INSURANCE PUT INTO EFFECT AT THE REQUEST OF THE PRODUCER WHETHER COLLECTIBLE BY THE PRODUCER OR NOT. All invoices or statements will be submitted by SFIC to the Producer, net of Producer's commission. This obligation also applies to additional premiums due on endorsements and absolute minimum fully earned premiums when quoted by SFIC prior to binding.
9. SFIC shall not be responsible for Producer's expense of any kind or description. Producer shall not incur any obligation or indebtedness on behalf of SFIC for any purpose and Producer shall be responsible for and shall indemnify and hold harmless SFIC against all of Producer's expenses.

10. This Agreement is subject to, and Producer shall transact all business with SFIC in accordance with, all applicable laws and regulations. Producer further warrants that they are properly licensed in each state they are conducting business with SFIC
11. Producer is an independent contractor and not an employee of SFIC or any insurer which issues policies in conjunction with this Agreement.
12. Producer will cause all claims to be reported promptly to SFIC, Post Office Box 1331, Madison, Mississippi 39130. Telephone (601) 898-8464, Fax (601) 853-6141. Producer shall have no authority to commit SFIC or the Insurer or to adjust any claims.
13. Producer will do no advertising or publicity respecting SFIC or any insurer represented by SFIC without the prior consent and approval of SFIC. Producer shall use any intellectual property of SFIC only in accordance written with the requirements of SFIC, and shall not acquire any ownership interest therein.
14. SFIC reserves the right to refuse any applications referred by Producer and to decline, to accept, or renew any risk.
15. This Agreement shall not be amended except in writing by mutual agreement of the parties.
16. This contract, its provisions and terms shall be construed under the laws of the State of Mississippi. Producer submits to personal jurisdiction in the State of Mississippi and agrees that venue shall be proper in any court of general jurisdiction in the State of Mississippi. At the option of SFIC, any dispute related to this Agreement shall be submitted to arbitration for resolution. Any such arbitration shall be conducted in the Jackson, Mississippi metropolitan area and in accordance with the applicable Rules of the American Arbitration Association, although such proceedings need not be administered by the Association unless the parties are unable to agree on an administrator.
17. In the event of default hereunder, the defaulting party shall be obligated to pay all costs incurred by the non-defaulting party in enforcing this Agreement or obtaining the benefits hereunder including attorney's fees and costs of collection, whether by suit or otherwise. In the event of failure to timely remit any monies due SFIC, SFIC shall be entitled to the maximum interest allowed by law, with interest calculated from the 11th day after the respective policy's inception date until payment is remitted SFIC in full. Additionally, any payment which is received by SFIC more than 30 days past the due date shall be subject to a late fee of \$75.00 for each month (or partial month) the payment is late.
18. This Agreement may be terminated at any time by SFIC acting directly or through the Insurer, upon written notice sent via certified mail to Producer at the address given below. Such termination shall not relieve Producer of any obligations or liability hereunder.
19. Producer warrants that they have Errors and Omissions insurance coverage in effect with limits of no less than \$1,000,000/\$1,000,000, and further warrants SFIC will be notified within 30 days of their insurance being cancelled or non-renewed. **Producer has attached a declaration page for such E&O insurance hereto.**
20. Producer understands and agrees that any policy issued on a non-admitted/surplus lines basis, will require the Producer (not SFIC) to comply with all state reporting and payment of taxes. Producer further understands and agrees that any policy(s) issued outside the Producer's state of residence require the Producer to have a non-resident license and may require the Producer to obtain a resident countersignature may and possibly pay a countersigning fee.
21. Producer understands and agrees that any policy issued requiring a countersignature will require the Producer (not SFIC) to obtain the appropriate countersignature and return promptly to SFIC.
22. Producer shall conduct its business in accordance with the highest legal and ethical standards and shall do nothing to diminish the reputation of SFIC or the affiliated insurers.

23. Producer shall keep full and accurate records of all transactions conducted for or related to business of SFIC including, particularly, records of all financial transactions, and shall make such records available to SFIC for inspection and copying upon SFIC's written request. Producer shall promptly (within 24 hours of receipt) deposit or transmit all payment items (cash or bank drafts) from customers to SFIC consistent with the instructions provided to SFIC.
24. This Agreement is limited in providing to the signatory parties and their successors-in-interest (if any). This Agreement is not intended to and does not create any right or interest in any third party, whether or not an intended beneficiary.
25. On the event any provision hereof is declared void or unenforceable, such finding shall be narrowly limited to such provision and the remainder of the provisions shall remain intact and enforceable.
26. This Agreement shall be effective as of the above date and shall continue for an initial term of one year. The initial term shall automatically renew, for successive terms of one year unless either gives the other written notice of its intention not to renew, which notice is to be delivered at least 60 days prior to the then current term. Provided, further, that either party may terminate this Agreement by giving at least 90 days' written notice to the other. Provided, further, that either may terminate for cause or material breach upon written notice.
27. This agreement supercedes any prior agreements between the parties pertaining to the same subject matter.
28. Terms related to compensation rates and payment, together with any special terms and provisions are set forth in each quotation prepared by SFIC.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date written below.

Sports and Fitness Insurance Corp.

PRODUCER

By: _____
 GLYNNE A. SIMPSON, President

By: _____

Print Name: _____

Title: _____

Dated: _____

AGENCY ADDRESS:

Phone: _____

Fax: _____

License No.: _____ State: _____

**If you are a member of a cluster or aggregator group,
 please indicate what group:**

Subproducer Limited Appointment Application

Agency Name	Agency Telephone
Street Address	Agency FAX
PO Box	
City/State/Zip Code	Fed Tax ID/SS#
Internet E-mail Address	

Agency Contact (name)	PROGRAM ADMINISTRATOR USE
Agency Principal	<i>Appoint in (states):</i>
Agency is (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Companion Policy Yes <input type="checkbox"/> No <input type="checkbox"/>

INDIVIDUAL LICENSEE – Please provide the following information

Name	Agency Position
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Residence Address

Social Security #	Date of Birth	Home Phone
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Name	Agency Position
------	-----------------

Residence Address

Social Security #	Date of Birth	Home Phone
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Name	Agency Position
------	-----------------

Residence Address

Social Security #	Date of Birth	Home Phone
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Attach agency and individual resident and nonresident licenses for states where you intend to have active business with this program.

PROGRAM ADMINISTRATOR'S USE ONLY

This agent has a signed producer agreement with the Program Administrator.

Program Administrator Signature	Date
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Program Name

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

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

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