

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **INTERSTATE NATIONAL DEALER SERVICES** (“Administrator”) and \_\_\_\_\_ (“Dealer”); with respect to the following:

**WHEREAS**, Administrator has established and administers Interstate Service Contract Program(s)/Certified Program(s) (“Program”) pursuant to which certain Service Contracts/Warranties (“Contracts”) are to be sold or provided by Dealer on behalf of and as an agent for Administrator.

**WHEREAS**, Dealer agrees to perform the requirements set forth herein in furtherance of Program and the requirements of Contracts.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Administrator grants Dealer authority to issue Contracts pursuant to Program and Dealer agrees to the terms set forth herein.
2. In consideration of the services rendered by Dealer, Administrator agrees to pay Dealer a commission equal to the amount of the retail price of Contract less Contract Cost as set forth in the Dealer Net Price Schedule. Dealer may retain its commissions from each sale before remitting Contract Cost to Administrator. Commissions shall be payable only one time per Contract.
3. **DEALER:**
  - A. Agrees to offer Contracts to its new and used vehicle/craft retail customers (“Purchasers”) on all eligible vehicles/craft during the term of this Agreement.
  - B. Agrees to follow the underwriting and claims guidelines issued by Administrator from time to time on forms supplied by Administrator. Such guidelines will determine which vehicle/craft are eligible for use in Administrator’s Program(s). Dealer additionally agrees, should an Application be returned to Dealer, to either correct the error which caused the declination and resubmit Application to Administrator or, if Application cannot be corrected in accordance with Administrator’s requirements, to refund to Applicant any monies tendered with respect to such Application.
  - C. Agrees to transmit, no less often than monthly, to Administrator on forms supplied by Administrator or via an e-contracting solution made available by Administrator: Transmittal forms, completed Applications and appropriate monies which are due Administrator for Contracts. Failure to submit the above to Administrator within thirty (30) days of Application’s inception date may result in denial of services or coverage. Should Dealer fail to submit new Application within 30 days of inception date, Dealer will be liable for all claims to be paid to customer until documents are received by Administrator. If Administrator does not receive new documents within sixty (60) days of inception date, Dealer will be subject to \$75.00 fine, payable to administrator upon receipt of notice of such fine, per application. If Administrator does not receive Application and appropriate monies by 60 days after Application’s inception date, Administrator has the right to decline coverage under contract and shall order Dealer to return all monies received back to customer.
  - D. Agrees that eligible vehicle/craft include only those vehicle/craft that qualify per Administrator’s guidelines and are in sound mechanical condition at time of sale. Dealer agrees to change engine oil and oil filter and replenish all fluid levels prior to delivering a covered used vehicle/craft to a Contract Holder. Any misrepresentation or concealment of a material fact by Dealer for the purpose of securing a Contract validation, shall eliminate Administrator’s responsibility regarding that Contract, and Dealer shall be held solely responsible for all liabilities to Contract Holder under the Contract.
  - E. Agrees to refund to any Lender which has financed the purchase price of any Contract, Dealer’s commission as indicated in 2. above, on a pro-rata basis, in the event of a cancellation of a Contract at the Lender’s request due to a total loss, repossession of the vehicle/craft covered under Contract or default by Contract Holder in repayment obligations to the Lender. In the event Contract was not financed, Dealer further agrees to return to the Purchaser its commission for Contract in the amount calculated by Administrator pursuant to the terms of Contract.
  - F. Agrees to permit Administrator or its authorized representatives, during normal business hours, to enter Dealer’s place of business to inspect and examine all records relative to the issuance of Contracts on the subject matter of this Dealer Agreement until one (1) year following the expiration of such Contracts for the purpose of review and audit.
  - G. Agrees to contact Administrator for prior approval before initiating repairs of all covered mechanical failures under any Contract of Administrator’s Program.
  - H. Agrees, in its capacity as a qualified repair facility, to repair or replace any covered part(s) due to mechanical failure; or arrange to provide for covered repairs in accordance with any Contract issued.
  - I. Agrees to inform Administrator before initiating any covered repair or replacement of all circumstances or conditions including, but not limited to, Purchaser’s neglect, abuse, failure to perform required services, alteration of vehicle/craft, etc., that might exclude coverage under the terms of Contract.
  - J. To submit to Administrator all claims for reimbursement within thirty (30) days after completion of repairs unless the Customer’s contract establishes a shorter timeframe. No such claim will be submitted for an amount greater than that authorized by Administrator. Dealer further agrees not to submit to Administrator for reimbursement, any claims for: (i) repairs or expenses not covered by Contract, (ii) repairs or expenses resulting from Dealer’s failure to perform repairs in a good and workmanlike manner, (iii) repairs to correct conditions existing, or which may reasonably be assumed to have existed, at the time the covered vehicle/craft was sold, and (iv) repairs or expenses which are also covered by Manufacturer’s Warranty or recall, a dealer’s or repair facility’s guarantee, or other similar coverage not administered by Administrator. Dealer agrees that any improper claim submission may be rejected by Administrator, and such claim will be solely the responsibility of Dealer.
  - K. Agrees to unconditionally guarantee all services and materials as supplied by Dealer against faulty workmanship and/or defective materials under normal use for a minimum of ninety (90) days or four thousand (4,000) miles, whichever shall occur first, as applicable, from the date repairs are completed and vehicle/craft returned to Purchaser.

- L. Agrees to hold harmless, indemnify and defend Administrator against all claims, liability, damage, costs and expenses (including attorney fees) caused by any act or omission of Dealer and/or Dealer's agents, employees or representatives related to any Contract which is not reported to Administrator per 3.C. above, or which are the result of any negligent, fraudulent or intentional act or failure to act of Dealer or Dealer's agents, employees or representatives including, but not limited to, failure to follow Administrator's underwriting and procedural guidelines.
- M. Is prohibited from utilizing a website (the internet) to advertise, promote, sell or in any other manner use the Company's name or underwriter's name without first obtaining the specific written approval of the Company.
  - ii. Is prohibited from displaying on its website any promotional materials, images, sales tools, rate charts or other information created by the Company to provide information about the Program sold through the Dealer in accordance with the terms of this Agreement without first obtaining the specific written approval of the Company.
- N. In all cases comply with any consumer protection and any other statute, regulation, rule or law related to the sale of the Program to consumers including, but not limited to, obtaining any required license or acting as the Obligor where required;
- O. Monitor its contract and claims submissions to ensure that no fraudulent contracts or claims are submitted to Administrator. Dealer acknowledges that Administrator will investigate and prosecute any and all fraud, whether it concerns contract enrollment or the claims process, to the fullest extent of the law;
- P. Collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that Administrator is not responsible for collecting, remitting or filing any taxes associated with the sale of the Program. Dealer agrees to indemnify and hold harmless Administrator for Dealers breach of this section;
- Q. Agrees to abide by the following if the Certified box below is initialed by Dealer and accepted by Administrator:
  - i. Agrees to provide **all retail buyers** of qualified used vehicle/craft a prescribed Certified Warranty covering listed component(s)/part(s) at no additional charge to the buyer. The Dealer shall provide the Certified Warranty only on forms approved by the Administrator.
  - ii. Agrees to report to the Administrator, no less often than monthly, all Certified Limited Warranties issued along with the Dealer Net Price for each Warranty Registration and copy of Certification Form.
  - iii. Understands that the Certified Warranty Program may not cover all of a Dealer's liability with regard to state law "implied warranties" or "lemon laws".
  - iv. Understands that the Dealer, under state law, may be responsible for repairing or having repaired at Dealer's expense problems that were not apparent when Dealer sold the vehicle/craft and may not be covered by the Certified Warranty program.

**I wish to participate in the Warranty program and agree to Paragraph 3.Q** Administrator Initials: \_\_\_\_\_ Producer Initials: \_\_\_\_\_

- R. Indiana GAP Exclusions. The GAP program is not eligible for Finance Agreements where less than 80% of MSRP for a new vehicle or N.A.D.A. Average retail value for a used vehicle is financed.
  - S. Maximum Retail Rates. The retail rates for certain products are capped in certain territories as follows:
    - i. Colorado GAP- maximum of \$300 or 2% of the amount financed.
    - ii. Indiana GAP- maximum of \$460 if the amount financed is less than \$50,000. There is no maximum retail rate if the amount financed exceeds \$50,000.
    - iii. Pennsylvania all Products- maximum of 200% of Contract Cost.
  - T. State Financing Requirements for GAP providers.
    - i. Utah - Dealer must be licensed by the Department of Insurance if they do not assign 100% of their loans within 90 days of sale.
    - ii. Washington - Dealer must be licensed by the Department of Insurance if they do not assign 100% of their loans within 45 days of sale.
- 4. ADMINISTRATOR:**
- A. Agrees to install, maintain and administer Program.
  - B. Agrees to supply to Dealer: Contract Applications, forms, transmittals, underwriting guidelines, rate charts, advertising materials and other such forms as Administrator may hereafter supply for use in Program in the quantities needed from time to time by Dealer.
  - C. Agrees to assist Contract Holders in receiving benefits provided under the terms of Contract, in accordance with Administrator's then current Service Department Guidelines. This includes handling of cancellations; and claims and claims adjustment expenses, including but not limited to, inspection and/or legal fees relating to the VSC or for cancellation of any VSC.
  - D. Recommends a suggested retail price of 185% of Dealer cost.
  - E. Agrees to compute payment to Dealer at Dealer's customary retail labor rate, except as provided for in Paragraph 6.C. of this Agreement for the time required for repairs according to the Chilton repair manual for automotive contracts, Spader repair manual for Recreational Vehicles, other recognized national manuals for these and other programs and published suggested list price on parts. Sublet work will be reimbursed at Dealer's actual cost plus 10%, except complete or total sublet repairs, which will be reimbursed at Dealer's cost.
5. Dealer acknowledges that Administrator assumes no obligation for the workmanship, quality of repairs or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by mechanical failure or malfunction, or any other cause, of a vehicle/craft or any part thereof.

**6. TERMINATION**

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice to the other party. This Agreement will be terminated automatically without notice should Dealer fail to submit Contract(s) for three (3) consecutive months. Unless so terminated, the Dealer Agreement shall be a continuing Agreement.
- B. Upon termination, all obligations hereunder by either party shall cease provided, however, that Dealer and Administrator shall remain responsible in accordance with the provisions of the Agreement for all Contracts issued and paid prior to date of termination.
- C. Upon termination by Dealer or Administrator, all claims submitted subsequent to termination shall be paid at the retail labor rate at the time of such cancellation.

**7. MISCELLANEOUS**

- A. This Agreement shall have no force or effect unless and until such time as it is accepted by Administrator in the State of Georgia.
- B. This Agreement is not assignable by Dealer without the prior written consent of Administrator and shall not be construed to make Dealer an employee of Administrator.
- C. If any provision of this Agreement is held invalid under the law or regulations of any state where used, such provision shall be deemed not to be part of this Agreement in such state, but shall not invalidate any other provision hereof.
- D. Administrator reserves the right to an offset of any losses/expenses relating and connected to Dealer's Contract business against any funds due to Dealer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above first written.

**DEALER:**

\_\_\_\_\_  
Dealer Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

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

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

**ADMINISTRATOR:**

INTERSTATE NATIONAL DEALER SERVICES, INC.

6120 Powers Ferry Rd. NW, Suite 200

Atlanta, GA 30339

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

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

# Dealer Data Page

Please complete all fields

Dealer code:

AGENT		DEALER	
Agency Name:		Dealer License #	
Agent Code:		Resale Certificate # (attach copy)	
Completed by:		Dealer type: <input type="radio"/> Franchised <input type="radio"/> Independent	
Programs			
<input type="radio"/> StarAuto	<input type="radio"/> HiRoad Classic	<input type="radio"/> GAP - Auto	<input type="radio"/> Theft - Auto
<input type="radio"/> StarRV	<input type="radio"/> <input type="text"/>	<input type="radio"/> GAP - RV	<input type="radio"/> Theft - RV
<input type="radio"/> StarSport	<input type="radio"/> <input type="text"/>	<input type="radio"/> Tire & Wheel - Auto	<input type="radio"/> StarUVP - Auto
<input type="radio"/> StarProtect		<input type="radio"/> Tire & Wheel - RV	<input type="radio"/> <input type="text"/>
Dealer:		FRANCHISE HELD:	
Address:		1. _____	
City/State/Zip:		2. _____	
Phone:		3. _____	
Fax:		4. _____	
E-mail:		5. _____	
Fed. ID#:		PRIMARY LENDERS:	
		1. _____	2. _____
Personnel			
Owner/Dealer:		General Manager:	
Key Person:		Service Manager:	
F&I Manager:		Office Manager:	
Retail Units Per Month			
# OF VEHICLES	NEW:	USED:	TOTAL:
# OF INDS SERVICE CONTRACTS	NEW:	USED:	TOTAL:
Claims Information			
LABOR AT \$	PER HOUR	TAX	% ON <input type="radio"/> PARTS <input type="radio"/> LABOR
Options - Signed paperwork must be attached			
<input type="radio"/> PPP	<input type="radio"/> No Chargeback	<input type="radio"/> <input type="text"/>	
<input type="radio"/> Interest Free Financing	<input type="radio"/> Certified	<input type="radio"/> <input type="text"/>	
SPECIAL INSTRUCTIONS			



## 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.