



KENTUCKY
RESIDENTIAL
REFERRAL
SERVICE



EXACTLY WHAT IS KENTUCKY RESIDENTIAL REFERRAL SERVICE?

- 1) Your license placed with us allows you the ability to receive a check for a Real Estate Transaction, whether you **refer** a buyer or a seller either locally or nationally.
- 2) You don't pay Realtors Dues or company fees.
- 3) Cost? Your state license fee (which you pay while in escrow).
E & O Insurance (approximately \$130 annually, April to April) made payable to RICE (Rice Insurance Services). This fee is prorated monthly based on membership date. A \$10 check payable to the KREC for the E&O processing fee is also required.

Six (6) hours annually for CEU.

- 4) One referral sent during the year more than covers your fees and your six (6) hours of education.

Here is what you need!

- 1) Independent contractor contract (2 copies, keep one for yourself)
- 2) A signed letter from you stating you wish to place your license with KRRS
- 3) A check made payable to the KREC for \$10.00 (transfer fee), if you are newly licensed the check should be for \$55.00.
- 4) Licensing Check List filled out completely
- 5) A copy of the guidelines – you keep
- 6) W-9 Form
- 7) If you have just passed the Real Estate Exam, we will also need the two (2) papers you received as you passed the exam. Please sign one of them.
- 8) Copy of core course certificate (**required**).



KRRS Independent Contractor Agreement

This contract is entered into on the _____ day of _____, 20__ by and between Kentucky Residential Referral Service of Louisville, KY, hereinafter referred to as Owner/Broker and _____ of Kentucky, herein referred to as Associate.

Now therefore, in the consideration of the mutual premise set forth herein, it is agreed by and between Broker and Associate as follows:

Section I

Where as, the Associate is willing to perform specialized referring duties for the Owner/Broker. The Associate must:

1. Contact the “referral” and get permission to refer him/her.
2. Obtain from the “referral”, the name, phone number, address, current real estate needs, and any other details the associate can determine while reinforcing the professional way the referral will be handled.

Section II

The Broker will compensate to the Associate solely by the commissions accruing to him/her as set forth in the attached guidelines. When the Associate performs any service hereunder whereby a commission is earned, the commission shall, when collected, be divided between Broker and Associate. The Associate shall receive a proportionate share as agreed to by the parties from time to time and Broker shall receive the balance. In the event of special arrangements with any Referral, Broker or Associate on the property listed with Broker or controlled by Associate in which a special division of commission is indicated, such division shall be agreed upon in advance by Broker and Associate. In no case shall Broker be personally liable to Associate, nor shall Associate be personally liable to Broker, for any commission prior to its receipt, but when the commission shall have been collected from the parties for whom services were performed, Broker shall pay over to Associate his/her proportionate share according to the terms of this contract. The division and distribution of the earned commissions, which may be paid to or collected by Broker, shall take place as soon as possible after collections of such commissions from the party or parties for whom the services shall have been performed.

Section III

Broker shall not be liable to Associate for any expenses incurred by the latter, nor shall Associate be liable to Broker. Expenses for Attorney's fees and similar costs which may, by reason of some necessity, be payable from commissions, or the attempt to collect a commission, shall be paid by the parties in the same proportion as provided for the division of commissions.

Section IV

This contract and the association created hereby may be terminated by either party hereto at any time, and for any reason, upon written notice given to the other. Upon the termination of this contract for any reason any commission division between Broker and Associate relative to any disbursement made on any commission after the effective date of termination shall be on the basis of the division that would have been applicable to associate as of the closing of the sale had associate been an agent of broker under this contract at that date. Associate shall not, after the termination of this contract, for any reason, use to his own advantage, or to the advantage of any other person or entity, any information gained for or obtained from our files or the business of Broker and not generally in the public domain. Upon such termination, Associate shall promptly return all such written information to the Broker.

Section V

Associate agrees to indemnify and save Broker harmless from and against any and all debts, obligations and liability incurred by Broker (a) in the event Broker is required to respond in damages by reason of any misrepresentation, promised or untrue statements made by Associate during the term of this contract, or during the course of negotiations with and as an inducement to any party to a real estate transaction handled by Associate, or (b) arising by reason of any act or omission of Associate in breach of this contract or in violation of any Federal, state, or local statutes, laws, rules, or regulations applicable to associate. Broker shall have the exclusive right to determine whether to commence litigation to collect any commission from third parties, or to settle any such litigation or dispute as the commissions due.

Section VI

It is understood that during the term of this contract, Broker shall have the right to instruct Associate as to the services he/she is to perform, but that the relationship between Associate and Broker shall be that of an independent contractor. Associate shall not be treated as an employee, agent or partner of Broker with respect to the services to perform hereunder for any purpose (including without limitations, for Federal, state and local tax purposes.) No taxes of any type, social security, disability, worker's compensation or unemployment insurance payments, shall be collected on the Associate's behalf by the broker. Broker shall not be responsible or liable for any of the Associate's acts or omissions. Associates shall have no authority, expressed or implied, to bind Broker to

any obligations or commitment unless specifically authorized in writing in a particular transaction, and Associate shall not otherwise represent himself as having such authority to any other person or entity.

Section VII

Associate agrees to be bound by all of the provisions, terms and conditions of Broker's standard Guidelines of the Kentucky Residential Referral Service (KRRS), as the same may be amended or modified by Broker from time to time in its discretion (which Guidelines are incorporated herein by reference and made a part hereof). In the event, the provisions of this contract shall control. Associate acknowledges that he/she has read and fully understands the provisions of this contract, and allows the Broker to conduct such credit histories and background checks of Associate, as Broker deems necessary.

Section VIII

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. This contract is a personal service contract, and may not be assigned or otherwise transferred, in whole or in part, by Associate. This contract constitutes the entire agreement and understanding between Broker and Associate, superseding any and all prior written and oral agreements or understandings.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED

THIS, CONTRACT THIS _____ DAY OF _____, 20 ____.

ASSOCIATE: _____

BROKER: Brad DeVries
Kentucky Residential Referral Service
BY: _____
Title: _____

Date: _____

Attention: Kentucky Real Estate Commission
10200 Linn Station Road, Suite 201
Louisville, KY 40223

I, _____ would like to place my real estate license with the
Kentucky Residential Referral Service (KRRS).

Signature: _____

Name (Print): _____



GUIDELINES OF KENTUCKY RESIDENTIAL REFERRAL SERVICE

Kentucky Residential Referral Service (KRRS) is composed of Associates that activate their Kentucky Real Estate Licenses with the KRRS. The Associates will be on a **referral basis only**, but their license is considered active. Associates will **not** be members of the local association of Realtors, Kentucky Association of Realtors, or National Association of Realtors. Associates will not participate in any of the Realtor functions, either social or business related. They will not have access to the MLS system.

The duty of the Associate will be to make contact with the "Referral": and get permission to refer him/her. The Associate must obtain from the "Referral" name, phone number, address, and current real estate needs. **The Associate will then call the information into coordinator at KRRS, 502-394-6159. The associate must also fill out the KRRS Referral form and fax it to the KRRS at 502-339-1762. If the Associate is a Semonin or Rector-Hayden Employee, he/she must also submit the Semonin/Rector-Hayden Employee Referral form signed by his/her manager.** The "Referral" will then be turned over to a cooperating agent of choice, or the KRRS will choose one. The KRRS reserves the right to place the Referral with a cooperating agent other than the cooperating agent of choice if the KRRS determines that this would be in the best interest of and best serve the needs of the "Referral". The KRRS will make every effort to place the Referral with the cooperating agent of choice. **All Referrals must be registered with the KRRS** in order to be paid. The Associate may contact the cooperating agent directly, but the Referral must still be registered with the KRRS. The Referral will be credited to the Associate who submitted the Referral first. If it is disclosed that the "Referral" is already working with a Real Estate agent, the Associate will be contacted immediately and the Referral will not be accepted.

The "Referral" will be contacted periodically by the KRRS for follow up. The KRRS is the liaison between the Associate and the cooperating agent handling the Referral. Upon a sale or listing being obtained, the Associate will be informed of allowable information.

Business cards may be obtained at the expense of the Associate. They must, however be ordered through KRRS in order to maintain continuity. A business card order form is attached and is optional.

Referral Fees are paid as follows:

1. Entry level: 65%
2. If an agent earns \$3000 in referral fees in a 12-month period, the split increases to 70%.
3. If no referrals are sent during the previous 12-month period, the commission split will roll back to 65%.

Example: Standard referral fee to KRRS – 25% of the commission. On \$122,000 sale, with the commission side being 3%, \$915 would be paid to KRRS. In turn, you would be paid on your split. At 65%, you would receive \$594.75.

Educational Requirements:

The Associate will be responsible for taking six (6) hours of Continuing Education each year as required by the Kentucky Real Estate Commission. Once every four years, the Associate **must** also complete a six (6) hour Core Course. The only exception will be if the Associate is grandfathered by the State.

Renewing licenses, change of address, phone number etc: The Associate will need to renew his/her license and pay E & O insurance through KRRS. Please plan to have these to the KRRS no later than March 15th each year. The Kentucky Real Estate Commission also requires the Associate notify them immediately should the Associate's address change.

Personal Transactions: While in the KRRS, the Associate can not represent himself/herself in any transaction regarding the Associate's own property.



Kentucky Residential Referral Network LICENSING CHECK LIST

1. PLEASE COMPLETE (PRINT) ALL ASSOCIATE INFORMATION.

2. IF MONEY IS REQUIRED, A CHECK MUST BE ATTACHED.

TODAY'S DATE _____

Associate's Name: _____ Preferred Name _____

Address _____ City _____ State _____ ZIP _____

Social Security Number _____ Male _____ Female _____

Date of Birth _____ Home Phone (____) _____

Cell Phone (____) _____ Work Phone (____) _____ Fax (____) _____

Email address: _____

NEW ASSOCIATE:

- 1. Check payable to KREC for licensing fee (\$55). _____
- 2. Check payable to KREC for Errors & Omissions fee (see fee schedule – Jefferson County) _____
- 3. Proof of completion of Real Estate Course (Weikel, LBR, Semonin Academy etc.). _____
- 4. Copy of High School Diploma or College Transcript. _____
- 5. Signed original KREC application, (2 forms– PINK & BLUE) _____
- 6. Criminal Background check document. _____
- 7. W-9 Tax Form completed and signed. _____
- 8. Independent Contractor Agreement – signed. _____

TRANSFER ASSOCIATE FROM ANOTHER REAL ESTATE COMPANY

- 1. Former Realty Company _____
- 2. Check payable to KREC for transfer fee (\$10). _____
- 3. Did associate purchase KREC E&O Insurance Policy? yes___ no ___; _____
- 4. If no, to question #4, include check payable to KREC for E & O Insurance (see fee schedule) _____
- 5. W-9 Tax Form completed and signed. _____
- 6. Independent Contractor Agreement - signed _____

LICENSE COMING OUT OF ESCROW

- 1. Check payable to KREC for License Fee (\$10). _____
- 2. Check payable to KREC for Errors & Omissions fee (see fee schedule) _____
- 3. Attach Continuing Education/Core Course Document. (6hrs). _____
- 4. W-9 Tax Form completed and signed. _____
- 5. Independent Contractor Agreement – signed _____

CHANGE OF AGENT'S LEGAL NAME/ ADDRESS/ PHONE NUMBER

- 1. For legal name change, one check payable to KREC (\$10). _____
- 2. For legal name change- letter signed by associate requesting name change. _____
- 3. For legal name or address changes, revised W-9 Tax Form, signed by associate. _____
- 4. For phone/address changes, email khoffman@semonin.com with changes _____

WHAT DO I DO WHEN I HAVE A REFERRAL TO PLACE?

KRRS REFERRAL PROCESS-This process applies to **each** referral you want to place.

- 1) You receive a referral from your sphere of influence...i.e. family, friend or former client.
- 2) Discuss referral with the Client; obtain permission for KRRS or the Assigned Agent to contact them.
- 3) You may choose an agent or ask that the KRRS assign an Agent.
- 4) Complete, sign and date the KRRS referral form and fax it to (502) 339-1762.
- 5) The KRRS will send a referral form to the Accepting Agent and Broker or Relocation Director to sign.
- 6) The KRRS follows-up with the Assigned Agent and/or Client on the progress of the referral.
- 7) When the transaction closes the KRRS sends you \$\$\$\$\$\$.



Referral Form

Date: _____

KRRS Referring Associate: _____

KRRS Associate Contact #: _____

KRRS Associate Email: _____

Referral Client's Name: _____

Current Address: _____

Contact Numbers: _____

Email Address: _____

Circle One or both: Buyer and/or Seller

Have you obtained permission for us to contact the client? _____

Are you requesting an agent? If so, Please list their info and include company name and phone numbers? _____

Have you contacted the requested agent? _____

Would you like for us to assign an agent? _____

Additional information _____

It is agreed that a 25% referral fee will be paid to Kentucky Residential Referral Service. That fee is based on the total commission on the referred side of the business.

KRRS Associate

Date

Please Fax this form to KRRS at 502-339-1762



Semonin/Rector Hayden Employee Referral Form

Date: _____

Referring Employee: _____

Contact #: _____

Email Address: _____

Office: _____

Source of Lead: _____

Agent Accepting Referral: _____

Office: _____

Contact #'s: _____

Email Address: _____

Referral Client's Name: _____

Current Address: _____

Contact #'s: _____

Email Address: _____

Circle One or both: Buyer and/or Seller

It is agreed that a 25% referral fee will be paid to Kentucky Residential Referral Service. That fee is based on the total commission on the referred side of the business.

Signatures are required:

Referring Employee (KRRS Member): _____ Date: _____

Employees Manager: _____ Date: _____

Accepting Agent: _____ Date: _____

Accepting Agents Manager: _____ Date: _____

Please fax this form to KRRS 502-339-1762



Kentucky Residential Referral Service

Business Card Order Form

Name: _____

Phone Number: _____

Email Address: _____

Please make checks payable to KRRS.

40 for \$5.00

80 for \$10.00

120 for \$15.00

Address to mail the business cards:

Please fax order form to: 502-339-1762

Attn: KRRS Coordinator

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"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	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.

Social security number									

or

Employer identification number									

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

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. person (including a U.S. resident alien).

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 ▶
------------------	----------------------------	--------

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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient 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 (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

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 social security card. 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 social security card 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). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf. 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 ID Numbers under Related Topics. 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. Writing "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 recipients, see *Exempt From Backup Withholding* 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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
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). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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.)

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.

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, and the District of Columbia 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.