



Mortgage Management  
Consultants, Inc.  
a California Corporation



## Mortgage Management Consultants, Inc.



In order to expedite your broker application package please submit the necessary items below. If you have any questions or need additional information, please contact your Account Executive or our Marketing Department.

The following, must be submitted by all customers, who wish to become an approved broker of Mortgage Management Consultants, Inc. (MMC):

- Completed, signed Broker Application *(attached)*
- Signed Broker Agreement *(attached)*
- Resolution of the Board of Directors *(attached)*
- Completed Compliance Acknowledgement *(attached)*
- Completed W-9 form *(attached)*
- Audited Financial Statements – *(Most recent 2 year's balance sheet and Income Statement)*
- Copy of applicable license(s) – (Broker license, Lender license, Operating license, State license, etc. - *as applicable*)
- Copy of branch license(s) *(if applicable)*
- Resumes of Principals of the Company

*Thank you for your broker application.*

*We look forward to a long and beneficial relationship.*

[T] (866) 9MMC-INC (661) 949-2002 [F] (661) 949-2021

[www.MMCLending.com](http://www.MMCLending.com)

MMC04/05

1008 West Avenue M-4 Ste. H, Palmdale, CA 93551



# MMC BROKER APPLICATION

MMC Account Executive \_\_\_\_\_

## BROKER INFORMATION

### General Information

Legal Name of Company: \_\_\_\_\_

DBA Name (if applicable): \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Secondary Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

### Company Information

Date Founded or Incorporated: \_\_\_\_\_ Organization Form: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_ State Tax ID Number: \_\_\_\_\_

Number of Branch Offices: \_\_\_\_\_ Will Branches submit direct? \_\_\_\_\_

(Please attach a list of ALL branch offices which will submit loans direct to MMC. Please include the following: Contact person, branch address, phone/fax #s and License for each branch)

### Principals of Company

Name/Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

**Investor/Lender/Bank References**

Please provide at least three investor/lender references and one bank reference (with account number)

Investor/Bank	Length of Relationship	Contact	Phone #

**Loan Production Information**

Primary Geographic Origination Areas:	
Prior Year Origination Volume:	
YTD Origination Volume:	
Origination Source (Retail/Broker):	

In the last ten years, has your Company or any of its Officers been suspended by any investor from selling or servicing mortgages? Yes \_\_\_\_\_ No \_\_\_\_\_ (If "Yes", please provide additional sheet with details)

I/we certify under penalty of perjury that the foregoing information is true and correct. I/we fully understand that it is a Federal crime punishable by fine and/or imprisonment to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, US Code Section 1001. Mortgage Management Consultants, Inc (MMC) or its agent is hereby authorized to obtain verification of the above from any source named herein including character or credit references as it deems necessary in order to process this application.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
If Corporation, an officer must sign. If partnership, partners must sign. If LLC, member must sign. If sole prop., owner must sign.



## Mortgage Management Consultants, Inc.

# BROKER AGREEMENT

This Broker Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between, \_\_\_\_\_ (the "Broker") and Mortgage Management Consultants, Inc. (the "Lender").

### RECITALS

Broker is engaged in the activity of packaging loan applications for submission to Lender for a fee in accordance with Lender's program in effect at the time of submission. Lender is engaged in the activity of making loans and other extensions of credits.

### TERMS AND CONDITIONS

Now, therefore, in consideration of the above recitals and the terms and conditions contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Broker agree as follows:

1. Broker's status under this Agreement is that of an originator of loans. Nothing contained herein shall be construed to create the relationship of either employer and employee or principal and agent between the Lender and Broker. Broker has no proprietary or exclusive right, title or interest in or to, or control over, any business of Lender in any area, state or jurisdiction in which lender does or may do business. Broker is specifically prohibited from using Lender's name in any form of advertising. Lender may, at its sole and absolute discretion, cancel or discontinue any of its products with or without notice to Broker.
2. Broker will prepare and complete applications for loans to be secured by mortgages which shall meet all applicable requirements established by Lender at its sole and absolute discretion. Broker shall submit such applications to Lender for consideration and for approval or denial at Lender's sole and absolute discretion.
3. Broker shall obtain factual data, at its own expense, relating to the loan application, necessary to the proper and accurate completion of such application and which may be requested by Lender from time to time, including, but not limited to, written verification of employment, income, assets and other material information requiring verification.
4. Broker shall be familiar with the Federal Fair Housing Act and the Federal Equal Credit Opportunity Act which prohibit discrimination on certain bases in any aspects of a credit transaction. Broker acknowledges that the prohibitions extend to, among other things, imposing different rates or charges on members of a protected class or employing different negotiating strategies with such persons on a prohibited basis. Broker represents and warrants that, with regard to Broker's activities in general and the loan applications and documentation in particular, Broker will comply with all applicable Federal, State and Municipal laws, rules and regulations as amended from time to time, including, but not limited to, the Federal Truth-in-Lending Act and Regulation Z thereunder, the Federal Fair Credit Reporting Act, the Federal Fair Housing Act, the Federal Equal Credit Opportunity Act, and the Federal Real Estate Settlement Procedures Act and Regulation X thereunder. Broker acknowledges that (a) Lender will adhere to the Fair Housing Act and the Equal Credit Opportunity Act in all aspects of the credit process including the pricing of mortgage loans, (b) Lender maintains loan underwriting standards designed to ensure that loan applicants will be placed at the correct credit risk level on a non-discriminatory basis, (c) Lender's wholesale price sheets reflect the price it seeks to obtain for mortgage loans at each credit risk level and that Broker may charge borrowers such additional amounts as may be permitted by applicable law, (d) Lender reserves the right to reject Broker's proposal or make a counteroffer when it believes Broker's proposed compensation and/or costs are not permitted under the fair lending laws, (e) Broker must provide the proposed borrower with such disclosures concerning Broker's compensation as may be required under applicable law and (f) Lender offers Broker the opportunity to undergo fair lending training which includes a detailed discussion of (I) the purpose of, and prohibitions contained in, the Fair Housing Act and the Equal Credit Opportunity Act, (II) individual and principal liability for violations of the Fair Housing Act and the Equal Credit Opportunity Act and (III) Lender's policies regarding discrimination, including the policy that it is unlawful to make differing initial price quotations on the basis of a loan applicant's race, national origin, sex or age. MMC believes this is not a practice to be applied to anyone, protected or otherwise.



5. All loan applications submitted to Lender by Broker will be prepared by trained employees of Broker, competent in all aspects of mortgage lending activities. Upon completion, Broker shall forward an executed original application to Lender for consideration. Broker shall not commit itself or Lender to approve or fund any loan without Lender's express prior written consent. In the event an application is approved, Lender will make all arrangements for closing and funding the loan.

6. If a submission of a loan application by Broker to Lender results in the closing of a loan by Lender, the Lender shall pay to Broker a fee to compensate Broker for its actual services rendered in packaging the loan application and not as a commission or any other type of consideration. Such payments shall be made only if such loan is closed by Lender and only after said loan closing. Such payments shall be paid by Lender's check made payable to Broker. No payment shall be due Broker on account of any refinancing or other subsequent transactions between Lender and the respective borrower(s).

7. Any notice, written or oral, to any applicant of approval or denial of any loan application submitted to Lender shall come only from Lender. Broker shall not, in any event, inform any applicant of Lender's decision to approve or deny any such loan application without the express prior written consent of the Lender.

8. No sale, transfer or assignment of all or part of any interest in this Agreement or of the duties, obligations, rights or privileges created hereby shall be valid without the express prior written consent of the Lender.

9. In the event any applicable state law requires Broker to be licensed, broker shall maintain such license in good standing while this Agreement is in force. This Agreement shall hereby terminate upon loss of such license by Broker. Broker shall provide Lender documentation evidencing said license's existence and validity on a regular basis or upon Lender's request.

10. This Agreement may be terminated immediately upon written notice by either party to the other at any time.

11. Broker warrants with regard to each application submitted to the Lender that the Broker has no agreement with the applicant or any other person whereby Broker will receive any compensation or consideration as a result of Lender's making of a loan to the applicant other than what is provided in this Agreement.

12. Broker will indemnify, defend and hold Lender and its officers, agents, employees and representatives harmless from any and all costs, claims, charges, actions, causes of action, losses or liability arising either directly or indirectly, regardless of any indemnitee's negligence, by reason of Broker's negligence, a breach of the terms and conditions of this agreement, or in any way as a result of an inaccurate or incomplete application or other documentation prepared by or at the direction of the Broker. Broker's duty to defend and indemnify Lender under this paragraph shall arise immediately upon notice by Lender, without the requirement that Lender have previously become liable to others or have been required to pay any amounts whatsoever. To the extent Lender determines Broker has breached any provision(s) of this Agreement and there are due and owing any sums of money from Lender to Broker, Lender shall be entitled to withhold such sums as a set off which set off shall be in addition to, and not to the exclusion of, any other remedies available to Lender. The provisions of this paragraph shall survive and remain effective and inure to the benefit of Lender and its officers, agents, employees and representatives notwithstanding the expiration, cancellation, termination or completion of this Agreement.

13. Lender shall be under no obligation to deal with any applicant in any manner different from the manner in which it treats other loan applicants whose applications are not submitted by Broker. Lender may, in its sole and absolute discretion, decide whether or not to make a loan to an applicant and may determine in its sole and absolute discretion the terms and conditions of any such loan. Broker represents and warrants to Lender that it will not represent to anyone that an applicant will receive any more favorable or different treatment from Lender than had said applicant's loan application not been submitted to Lender by Broker.

14. Neither Broker nor any of its officers, agents, employees or representatives shall divulge, reveal, disclose or publish any matters concerning trade secrets, proprietary or confidential information, private affairs, dealings and concerns of Lender or its affiliates or subsidiaries. Neither Broker nor any of its officers, agents,



employees or representatives shall use any information or character which may be acquired as a result of this Agreement except for the exclusive purpose and benefit of Lender or its subsidiaries or affiliates. No publication may be made of this Agreement or of any information derived as a result of this Agreement without the Lender's express prior written consent.

15. Failure to object or to take any affirmative action with respect to any conduct which is in violation of the terms of the Agreement shall not be construed as a waiver of such violation or any prior or future violation, breach of this Agreement or wrongful conduct.

16. After submission of an application upon which Lender advances funds, neither Broker nor any parent, subsidiary, affiliate, successor entity or company related by any common shareholder shall solicit the individual or individuals made the subject of that loan application for the purpose of satisfying Lender's loan or for any other purpose, including but not limited to the offering of insurance products, payment programs or any other ancillary services or products to such individual or individuals, nor shall Broker satisfy or arrange, negotiate, procure, refer or in any way assist the satisfaction of said loan by any party whatsoever.

17. This document contains the entire Agreement between the parties respecting the services made the subject hereof. Any prior or written agreement or representation in relation thereto not expressly set forth in this document is null, void and of no force or effect.

18. Any notice that is required or permitted by this Agreement shall be given by mailing the same, postage prepaid by certified mail, addressed as follows:

**If to the Broker:**

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

**If to the Lender:**

Mortgage Management Consultants, Inc.  
1008 West Avenue M-4 Ste. H  
Palmdale, CA 93551  
ATTN: Senior Vice President-Production

19. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without regard to its choice of law provisions. Venue shall be the appropriate court within Los Angeles, California. In the event either party to this Agreement brings an action or files a lawsuit against the other party in connection with any transaction involving, related to, or arising out of this Agreement, the prevailing party in such action or lawsuit shall be entitled to recover from the other party all of its costs and expenses, including reasonable attorneys' fees, incurred herein.

In witness whereof, the parties hereto have executed this Agreement on the date first written on page one hereof, but the Agreement is not effective until Broker shall have secured the necessary approvals and licenses required by law, or otherwise, in order to perform the duties under this Agreement.

**Lender/MMC** a California Corporation

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

Its: \_\_\_\_\_

**Broker/**

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

Its: \_\_\_\_\_



*Resolution of the Board of Directors*

Of \_\_\_\_\_  
(Name of Company)

A meeting of the Board of Directors of \_\_\_\_\_  
(Name of Company)

was held at \_\_\_\_\_ on \_\_\_\_\_ . The meeting  
(Time) (Date)

was called by \_\_\_\_\_.  
(Name of Board Member)

Members of the Board present at the above meeting were:

Name of	Member Title
_____	_____
_____	_____
_____	_____
_____	_____

Be it resolved that \_\_\_\_\_, commence to do business with  
(Name of Company)

Mortgage Management Consultants, Inc. (MMC), Lender, in the relationship of Loan Broker/Lender, for the purpose of submitting loans for approval and funding by MMC.

Be it resolved that \_\_\_\_\_ and \_\_\_\_\_ be  
(Name of Member) (Name of Member)

authorized to execute agreements, notes, mortgage and deeds of trust, if applicable, to Mortgage Management Consultants, Inc.

Be it resolved, further, that the appropriate officers of this corporation be and are hereby authorized and directed to execute all such agreements and other documents and take all other appropriate action as such officers in their discretion deem necessary and proper to carry out the intent and purpose of the foregoing resolution.

In witness whereof, I have affixed my name as Secretary and have caused the Corporate Seal of said corporation to be hereunto affixed, this day, \_\_\_\_\_ .

\_\_\_\_\_  
Secretary Signature Date



## Compliance Acknowledgement

**IT IS AGAINST MORTGAGE MANAGEMENT CONSULTANTS, INC.'S POLICY TO DISCRIMINATE ON ANY BASIS, INCLUDING A LOAN APPLICANT'S RACE, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, GENDER, OR AGE.**

Any act of discrimination violates MMC's policy. It also violates our company philosophy of doing business. Our stand on nondiscrimination is absolute; there is zero tolerance for any discriminatory act or behavior.

Treating everyone fairly and making decisions based solely on creditworthiness is Doing the Right Thing, plain and simple. It is our policy and our practice to comply fully with the letter and spirit of fair lending and all other laws regulating our industry.

We expect all brokers to fully understand fair lending practices and to deal fairly and equally with all loan applicants. We insist that all negotiations be entered into in good faith and without bias. We require that the letter and the spirit of fair lending practices, the following Federal laws, and all statutes governing lending and equal rights be complied with in each jurisdiction wherein a broker does business.

<b>Fair Housing Act (FHA)</b>	Prohibits discrimination in lending based on prohibited factors (race, color, religion, national origin, handicap, familial status, gender, and age). Also prohibits practices such as redlining, making excessively low appraisals, use of subjective or non-reviewable criteria, creating and exploiting a racially exclusive image, expressing intent to discriminate, and discriminating against women. <a href="http://www4.law.cornell.edu/uscode/42/3601.html">http://www4.law.cornell.edu/uscode/42/3601.html</a>
<b>Equal Credit Opportunity Act (ECOA)</b>	Prohibits discouraging applications and limits the manner in which lenders can inquire about marital status, spouses, former spouses, alimony and child support. Also establishes requirements for lenders such as providing copies of appraisals, providing appropriate disclosures and preserving records from the application/transaction. <a href="http://www4.law.cornell.edu/uscode/15/1691.html">http://www4.law.cornell.edu/uscode/15/1691.html</a>
<b>Fair Credit Reporting Act (FCRA)</b>	Regulates the activities of reporting agencies and the users of credit information and protects individuals from invasion of privacy and the dissemination of false or inaccurate information. Requires disclosures when adverse action is taken. <a href="http://www4.law.cornell.edu/uscode/15/1681/tlml">http://www4.law.cornell.edu/uscode/15/1681/tlml</a>
<b>Home Mortgage Disclosure Act (HMDA)</b>	Requires lenders to collect certain information about the loans they make so the government can track applications and ensure lenders are taking and approving applications equally for all groups of people. <a href="http://www4.law.cornell.edu/uscode/12/ch29.html">http://www4.law.cornell.edu/uscode/12/ch29.html</a>
<b>Truth In Lending Act (TILA)</b>	Requires the disclosure of information about the lender, amount financed, finance charge, payments, security and interest rate. Also establishes that borrowers have a right to rescind most loans secured by their primary residence within three business days of loan closing. <a href="http://www4.law.cornell.edu/uscode/15/1601.html">http://www4.law.cornell.edu/uscode/15/1601.html</a>
<b>Real Estate Settlement Procedures Act (RESPA)</b>	Requires lenders to provide advance disclosure information on loan settlement procedures and costs. Also regulates the ways in which referrals between companies can be made and establishes parameters for the amount of money borrowers are required to place in an escrow account established for taxes and insurance. <a href="http://www4.law.cornell.edu/uscode/12/2601.html">http://www4.law.cornell.edu/uscode/12/2601.html</a>
<b>Telemarketing Sales Rule</b>	Establishes parameters regarding the manner in which telemarketing can be conducted. Specifies times during which telemarketing is permitted, information that must be disclosed to consumers during telemarketing, and that records must be kept of telemarketing transactions. <a href="http://www4.law.cornell.edu/uscode/15/6102.html">http://www4.law.cornell.edu/uscode/15/6102.html</a>

As a condition of entering into and maintaining a business relationship with MMC, I, the undersigned: 1) acknowledge my understanding of MMC's fair lending policy 2) agree to comply with the letter and spirit of all state and Federal licensing, disclosure and consumer protection laws; 3) agree to educate my principals, employees, affiliates and agents about fair lending practices and the above laws; and 4) agree to advise immediately upon ascertaining any violation of the above laws by my principals, employees, affiliates and/or employees.

**Broker Company:**

Licensing Number:	Managing Broker:
Broker Signature:	Date:

## 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, 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.

<b>Social security number</b>
+
<b>or</b>
<b>Employer identification number</b>
+

**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.)

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

In 3 above, 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.

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.

**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 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,
2. You do not certify your TIN when required (see the Part II instructions on page 4 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 regarding 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).** 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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

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

<sup>2</sup> 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](http://www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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 <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 single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<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 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.

<sup>4</sup> 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.) Also see *Special rules regarding 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.

## 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.