



Closing Loans & Opening Doors Since 1960

## BROKER APPLICATION PACKAGE



**Morgan Hill Office**  
18525 Sutter Boulevard #140  
Morgan Hill, CA 95037  
Office phone: 408-782-8800  
Office fax: 408-782-8818

Rev. 3/09

**Account Executives**  
**California:** Steve Brown - (408) 859-6500  
[sbrown@guildmortgage.com](mailto:sbrown@guildmortgage.com)  
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## EXPLANATION OF REQUIREMENTS

1. **APPLICATION** - Please be sure to fill in all blanks and sign the last page.
  - a. **AUTHORIZATION/RELEASE FOR BUSINESSES AND INDIVIDUALS** - This section of the application gives Guild permission to submit the name of your company and all the employees for screening through any mortgage industry background databases, including databases operated by Mortgage Asset Research Institute, Inc. (MARI). MARI maintains the Mortgage Industry Data Exchange ("MIDEX") which is a system containing information about incidents of alleged fraud, material misrepresentation and serious misconduct in the real estate and mortgage industries. The MIDEX system is compiled from information submitted by MIDEX subscribers such as Guild and information obtained by MARI from public sources.
2. **WHOLESALE BROKER AGREEMENT** – The agreement must be completed in the name of the licensee. If the licensed entity is a CORPORATION, the corporate name on the agreement must be reflected exactly as indicated on the Articles of Incorporation. Each page must be initialed and the last page signed by a principal or corporate officer authorized to sign on behalf of the company.
3. **SECRETARY'S CERTIFICATE OR CORPORATE RESOLUTION** - Required for corporations only. Please be sure to list all authorized signers and their titles and provide a sample signature. All documentation must be signed by authorized signers and will be checked against the Secretary's Certificate. Signatures must be exactly the same. If you sign your name with a middle initial, please include your middle initial in the typed name. You may use your own form as long as the same resolutions are addressed.
4. **W-9** - Form is to be completed, signed and dated by an authorized signer. The W-9 must be completed in the name of the licensee.
5. **CORPORATIONS & PARTNERSHIPS** - A copy of the recorded Articles of Incorporation and any amendments are required for corporations. A partnership should include a copy of the partnership agreement.
6. **LICENSES** – Submit a copy of your corporate or branch license or proof of exemption (as applicable) for each state you intend to submit loans.

For California and states regulated by the Department of Real Estate:

  - SOLE PROPRIETORSHIP or PARTNERSHIP** - Submit a copy of your brokers license (type-BROKER) which reflects your current business name, address and fictitious business name (if applicable).
  - CORPORATION** - Submit a copy of your corporate D.R.E. license (type-OFFICER), a copy of your broker's license (type-BROKER) and a copy of all branch licenses (if applicable). If your corporation operates under a fictitious business name be sure it is reflected on the corporate license.
  - In California, your company must be a licensed Broker through the Department of Real Estate or through the Department of Corporations as a Residential Mortgage Lender. We cannot accept loans from California Finance Lenders.
7. **INSURANCE** – Proof of your current Errors and Omissions Insurance and Fidelity Bond Insurance (if you maintain such insurance) is needed.
8. **CURRENT RESUMES** - CURRENT resumes for each corporate officer(s), the broker of record and chief processor is needed. For a sole proprietorship, include resume(s) for the principal(s), broker of record and chief processor. For a partnership, submit resumes for the partners, broker of record, and chief processor. A resume should also be included for the Manager of any branch. **Be very specific about employment history and mortgage lending experience.**
9. **ANNUAL FINANCIAL STATEMENTS** - The latest annual Balance Sheet (assets & liabilities) and Profit & Loss Statement (income & expenses) signed by an owner/officer are needed. Current year-to-date financial statements dated within three (3) months are required if the annual statements are more than six (6) months old. If you are applying for HUD/FHA Approval, the most recent audited financials are required. If the Audited Financials are more than six (6) months old, current Year-to-Date **un-audited** financials dated within three (3) months of the application are required. **NOTE:** An authorized Officer or an Owner must sign and date the financials. Guild's minimum net worth requirement is \$75,000. At its discretion, Guild may request back up documentation to support the financial statements.



<b>For Internal Use Only:</b> GMC Branch #: _____ AE: _____
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Member Mortgage Bankers Association of America

**APPLICATION**

**PLEASE LIST YOUR ACCOUNT EXECUTIVE'S NAME:** \_\_\_\_\_

HOW DID YOU HEAR ABOUT GUILD?       Website       Referral (List source: \_\_\_\_\_)  
 Other: \_\_\_\_\_

**APPLYING FOR BROKER STATUS TO SUBMIT:**

**GOV'T:**     FHA TITLE II       VA       CalHFA     CalPERS     MT Bond

**CONV'L:**    CONFORMING     NON-CONFORMING     B/C       EQUITY

**SECTION A: GENERAL INFORMATION**

COMPANY NAME: \_\_\_\_\_ D B A: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

UNDERWRITING CONDITIONS FAX: \_\_\_\_\_

**TYPE OF OWNERSHIP:**

- CORPORATION                       LIMITED LIABILITY COMPANY
- PARTNERSHIP                         SOLE PROPRIETORSHIP

IN STATE OF: \_\_\_\_\_

TAX ID #: \_\_\_\_\_

LOAN ORIGINATIONS BEGAN IN WHAT YEAR? \_\_\_\_\_ TOTAL # OF OFFICES: \_\_\_\_\_

**GOVERNMENT APPROVALS:**

**VA LENDER IDENTIFICATION NUMBER (if applicable):** \_\_\_\_\_

*Note: If you would like to become VA approved, or if you are already VA approved and would like to submit VA loans to Guild, you may submit a check for \$100.00 made payable to the "Department of Veteran Affairs" or we will net fund the \$100 fee from your broker check upon the closing of your first VA loan with Guild. Upon approval of your broker package and receiving the fee (via either method described above), Guild will then sponsor you as an agent by submitting a request for recognition of an agency relationship with the VA. Please note that annual renewal fees may apply.*

**HUD/FHA APPROVED: MORTGAGEE NUMBER -TITLE II (if applicable):** \_\_\_\_\_

*Note: If you would like to become FHA approved as a Loan Correspondent (so that you may broker FHA loans to Guild and other lenders), please submit the following items: 1) HUD 11701 Form, 2) a copy of your Quality Control Procedures, 3) Audited Financial Statements and 4) a check for \$1,000.00 made payable to "HUD". Upon approval of your broker package, Guild will then act as your sponsor and submit the three items listed above to HUD so that you may become approved as a FHA Correspondent (i.e. broker). Annual renewal fees may apply and will be assessed directly by HUD.*

**SECTION B: PERSONNEL**

PRIMARY CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MANAGER NAME: \_\_\_\_\_

CHIEF PROCESSOR NAME: \_\_\_\_\_

PRINCIPAL OFFICER INFORMATION (PLEASE PROVIDE A RESUME FOR EACH PRINCIPAL):

Name	Address	SSN	Position/Title

LIST ALL OWNERS/STOCKHOLDERS OWNING 10% OR MORE OF THE COMPANY:

Name	Address	SSN	Position/Title

STAFF:

NUMBER OF EMPLOYEES	
NUMBER OF LOAN OFFICERS	
NUMBER OF PROCESSORS	
NUMBER OF CLOSER/FUNDERS	

**SECTION C: LICENSES**

LICENSES HELD (Attach additional sheets if necessary):

STATE	TYPE	NUMBER	EXPIRATION DATE	BROKER OF RECORD/ DESIGNATED MGR

**SECTION D: DECLARATIONS**

1) PLEASE LIST ALL NAMES THE BUSINESS HAS OPERATED UNDER FOR THE LAST 5 YEARS:

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2) HAVE ANY LICENSES BEEN SUSPENDED, REVOKED or RESTRICTED?  YES  NO (Note: If yes, please describe in Section H.)

3) HAVE THERE BEEN ANY COMPLAINTS OR HEARINGS RELATIVE TO ANY LICENSING AGENCY THAT DID NOT RESULT IN A LICENSE BEING SUSPENDED, REVOKED OR RESTRICTED?  
 YES  NO (Note: If yes, please describe in Section H.)

4) HAS YOUR COMPANY EVER BEEN REMOVED FROM THE APPROVED LIST OF ANY INVESTOR OR INSURER?  YES  NO (Note: If yes, please describe in Section H.)

5) HAS YOUR COMPANY EVER BEEN PLACED ON AN INNELIGIBLE LIST OF ANY INVESTOR OR INSURER?  YES  NO (Note: If yes, please describe in Section H.)

**SECTION E: PRODUCTION**

	YEAR TO DATE (INDICATE YEAR): _____		PRIOR YEAR (INDICATE YEAR): _____	
	UNITS	\$ VOLUME	UNITS	\$ VOLUME
TOTAL PRODUCTION				
FIXED RATE VOLUME				
ARM VOLUME				
B,C,D VOLUME				
FHA VOLUME				
VA VOLUME				

**SECTION F: REFERENCES (DE Lenders, banks, & other lending institutions)**

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

**SECTION G: BRANCHES TO BE ADDED** (Include copies of licenses, attach additional sheets if needed.)

1) COMPANY NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ FAX: \_\_\_\_\_

2) COMPANY NAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ FAX: \_\_\_\_\_

**SECTION H: COMMENTS/REMARKS**

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

**AUTHORIZATION FOR BUSINESSES & INDIVIDUALS:**

I HEREBY AUTHORIZE GUILD MORTGAGE COMPANY TO REVIEW COMPANY REFERENCES, CREDIT THROUGH PUBLIC RECORDS SEARCH OR ANY OTHER ITEMS DEEMED NECESSARY BY GUILD MORTGAGE COMPANY TO PROCESS AND APPROVE THIS APPLICATION.

CORPORATION: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



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## WHOLESALE BROKER AGREEMENT

This Wholesale Broker Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between GUILD MORTGAGE COMPANY, a California corporation ("Guild") and \_\_\_\_\_, a \_\_\_\_\_ (state), (corporation, partnership, or sole proprietorship), ("Broker"), with reference to the following facts:

WHEREAS, Guild and Broker desire to enter into this Agreement providing for funding by Guild of mortgage loans originated by Broker or for the sale by Broker and the purchase by Guild of mortgage loans, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, the mutual promises, agreements and covenants contained herein, the parties hereto agree as follows:

1. Purchase or Funding. Subject to the terms and conditions set forth herein, Broker hereby agrees to broker or sell to Guild and Guild hereby agrees to purchase from Broker, or fund for Broker on a brokered basis, from time to time under this Agreement, mortgage loans secured by residential property, hereinafter called "loans" or "loan". The sale or funding of the loans under this Agreement shall be in accordance with Guild's underwriting guidelines and lending policies in effect at the time each loan is made.

2. Term of Agreement. This Agreement, and Broker's authority to act as loan broker for Guild, shall commence on the date of this Agreement; however, the terms of this Agreement shall govern any loans submitted for funding to Guild by Broker prior to the date of this Agreement. This Agreement can be terminated by Guild at any time without cause upon thirty (30) days prior written notice to Broker. In addition, at the option of Guild, this Agreement shall immediately terminate by written notice to Broker upon insolvency of Broker, or upon Broker's failure to perform any of its duties or obligations under this Agreement, or upon the breach of any representation or warranty made by Broker in this Agreement.

3. Manner of Transfer and Funding

a) The transfer of all loans, including all rights to service loans purchased from Broker or loans funded by Guild, will be consummated pursuant to the terms and conditions of Guild's written Broker Instructions for Funding and/or Loan Transfer Instructions as may be in effect from time to time. A copy of the current instructions is attached hereto and incorporated herein by this reference. Guild may establish a loan funding date of up to five (5) business days after Guild's receipt of the completed loan file, which shall include such documents as may be required by Guild pursuant to its written instructions as may be in effect from time to time. In the event Broker delivers a defective or incomplete loan package or fails to provide final documentation as provided below, Broker shall be liable to Guild for any and all losses, damages, claims and expenses, including attorney's fees, suffered by Guild as a result, or as otherwise provided for in this Agreement.

b) Broker acknowledges that Guild shall not be under any obligation to fund or acquire any loans solicited, procured, processed, packaged, closed or otherwise presented or submitted by Broker under the terms of this Agreement unless and until the loan (including all documents submitted to Guild in connection with the loan) shall, at the option of Guild have first been reviewed and approved in writing by Guild in the exercise of its sole discretion. Broker agrees that no officer, director, employee, agent, representative, or any other affiliate of Broker is authorized to make any commitment or promise, for or on behalf of Guild, to any borrower, prospective borrower, real estate broker, or other person or persons with respect to any action on any loan or loan application including any approval, acceptance, modification, or denial of any loan or any loan application. Broker agrees and understands that no interest rate quotes, lock ins or extensions thereof, or loan approvals shall be binding on Guild unless made in writing and signed by an authorized representative of Guild.

c) Broker shall with respect to all loans covered by this Agreement, be fully responsible for the full payment and discharge of all costs and expenses incurred and payable to third parties in connection with the loans,

d) No loan shall be purchased or funded by Guild unless and until all loan documents, records, and reports in the possession or control of Broker relating to the loan shall have been received and approved by Guild.

e) Broker assumes full responsibility for providing final documentation on each loan to Guild no later than one hundred eighty (180) days from the loan funding date.

f) Guild, may in its sole and absolute discretion, approve or reject any loan application submitted to Guild by Broker. Broker acknowledges and agrees that Guild is under no obligation to approve any loan application submitted by Broker to Guild. No loan application submitted by Broker to Guild shall be considered approved unless or until Guild provides a written notice of loan approval to Broker.

4. Property Inspections. Guild may, at its option, perform inspections of the mortgaged property or properties securing the loan or any loans, at any time prior to, or within ninety (90) days subsequent to, the loan funding date.

5. Records and Rights of Inspection and Audit. Within one hundred and twenty (120) days following the end of each fiscal year, the Broker shall deliver to Guild current financial statements comprising of both a balance sheet and an income statement for the previous fiscal year signed by either the proprietor or authorized corporate officer of Broker. Should the Broker be Federal Housing Agency ("FHA") approved, audited financial statements for the previous fiscal year shall be submitted to Guild. In the event the Broker desires to become an approved "agent" of the Department of Veterans Affairs ("VA") through Guild, all required VA fees including the annual recertification fee, shall be the total responsibility of the Broker. In addition, Broker is aware that the loan files submitted by Broker to Guild are subject to audit at any time and that Broker will be solely responsible for correcting at its expense any deficiencies that affect the salability of the loan or Guild's ability to get the loan insured or guaranteed.

6. Representations and Warranties of Broker with Respect to Corporate Authority. Broker represents and warrants to, and covenants with Guild as of the date of this Agreement and the date of each mortgage loan delivered to Guild that:

a) Broker, is a corporation, partnership, limited liability company or sole proprietorship, duly organized, validly existing and in good standing under the laws of the state of its incorporation or principal place of business, and is duly qualified and in good standing in each state in which each loan subject to this Agreement was originated, and is otherwise properly licensed and in full compliance with the law in such states, and that it has full power and authority to enter into this Agreement and consummate all transactions contemplated hereunder. Broker is fully licensed to originate mortgage loans in each jurisdiction in which it does business.

b) The undertaking of any of the transactions contemplated by Broker hereunder will not violate the terms, conditions, or provisions of any legal restriction, agreement, or instrument to which it is bound.

c) Broker has and will not use the name of Guild in its advertising or represent to any third parties or prospective borrowers that it is a subsidiary of affiliate of Guild.

7. Representation and Warranties of Broker With Respect to Each Loan. As to each loan package submitted for purchase by Guild, the Broker represents and warrants that:

a) The loan was originated in accordance with the terms of this Agreement, any commitment to purchase or fund the loan by Guild, and Guild's policies and procedures as stated in Guild's Broker Manual, as it is updated from time to time.

b) The loan is not subject to any right of rescission, set-off, counterclaim or defense, and none of the

terms of the loan and none of the rights thereunder are unenforceable, in whole or in part, on account of any action by the Broker, and no such right of rescission, set-off, counterclaim or defense has been asserted with respect thereto by the borrower or any third party.

c) Any and all requirements of any federal, state, or local law, rules, ordinances or regulations affecting the loan, including without limitation, Usury, the Truth-in-Lending Act, Regulation Z, Real Estate Settlement Procedures Act, Regulation X, Fair Credit Reporting Act, Home Mortgage Disclosure Act, Equal Credit Opportunity Act, Consumer Protection Act, Department of Real Estate rules and regulations, and similar federal, state, or local laws, statutes, rules and regulations have been satisfied and such loan is in compliance therewith. Broker has or will maintain in its possession available for Guild's inspection and will deliver to Guild upon demand, evidence of compliance if not otherwise available from the documentation delivered to Guild.

d) If the property securing such loan is in an area identified by the Flood Emergency Management Agency as having special flood hazards, a flood insurance policy meeting the requirements of the current guidelines of a federal insurance administration will be provided.

e) Broker holds or will obtain a title insurance policy, issued by a title insurer acceptable to Guild and qualified to do business in the jurisdiction where the real property encumbered by the loan is located, insuring the mortgage or deed of trust to be a lien of the agreed upon priority and having a liability limit at least as great as the outstanding principal of the loan. If the principal amount can increase due to negative amortization, the title insurance must cover the maximum possible increase.

f) There are no mechanics liens or similar liens or claims which have been filed for work, labor, or material affecting the real property encumbered by the loan which are or may be liens prior or equal to the lien of the deed of trust or mortgage securing the loan.

g) Each loan sold or funded pursuant to this Agreement is in every respect genuine, is the valid instrument it purports to be, is the legal, valid, binding and enforceable obligations of the borrowers thereunder, and no foreclosure (including judicial and non-judicial foreclosure) or any other legal action has been brought by Broker or any third party in connection therewith.

h) The property securing the loan is free of damage and waste and there is no proceeding pending for the total or partial condemnation thereof.

i) If Guild has purchased the loan from Broker, the proceeds of the loan have been fully dispersed and any and all requirements as to the completion of on-site and off-site improvements and disbursements of any escrow funds therefore have been met.

j) The loan is in full compliance with all representations and warranties required by the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), Federal Housing Administration ("FHA"), Veterans Administration ("VA"), Government National Mortgage Association ("GNMA") or any other investor guidelines provided Broker through Guild.

k) The loan has been originated using valid FNMA/FHLMC, FHA/VA uniform security instruments, forms and documentation or as otherwise instructed by Guild, and the terms of the loan have not been impaired, waived, altered or modified in any respect. No parties to the Note and Deed of Trust securing the loan have been released in whole or in part and no part of the real property has been released, unless approved by in writing by Guild.

l) All buildings upon the property securing the loan are insured in accordance with accepted mortgage lender practices against loss by fire, hazards of extended coverage, and such other hazards as are customary in the area in an amount no less than the original balance of the loan plus the amount of all prior encumbrances, if any, or the replacement value of the improvements on the property, whichever is less. The policy shall name Guild Mortgage Company, its successors and/or assigns in the mortgagee clause or the Broker shall provide a copy of its letter to the insurance agent directing the change in mortgagee clauses.

m) All information and documentation submitted by Broker to Guild with each loan package submission,  
Revised: 3/2/2009 - 3 - Initial Here \_\_\_\_\_

including the loan application and its contents, appraisal(s), credit reports, and verifications of deposit and employment, is true, accurate, and correct. Broker acknowledges that Guild is entitled to rely upon the documents submitted with each loan package to Guild and that Guild is under no obligation to re-verify any documents submitted by Broker to Guild. Any quality control efforts that Guild chooses to conduct, or not, will have no effect upon Broker's responsibility hereunder to supply true and correct information with each loan submission.

n) The information contained in any loan package submitted by Broker shall be true and correct in all material respects, is free of factual misrepresentations and shall not fail to disclose any facts or circumstances that might reasonably be material to Guild as part of its underwriting review. Broker understands that it is warranting the accuracy of all information contained in any loan package submitted to Guild, including information regarding the borrower's income, assets, employment, credit, intent to occupy the property, and the value of the real property security for the loan, among other things, whether or not Broker has knowledge of or reason to suspect any inaccuracies.

o) There is no litigation pending, or threatened, which would adversely affect the execution, delivery or enforceability of this Agreement or which would have a material adverse effect on Broker's financial condition.

8. Survival and Scope of Representations and Warranties. It is understood and agreed that the representations and warranties set forth in Paragraph 7 shall survive delivery of a loan to Guild and its subsequent funding and sale on the secondary market.

9. Indemnification. Broker hereby agrees to hold Guild harmless, and to defend and indemnify Guild and its past, present and future directors, officers, shareholders, employees, attorney's, agents, representatives, subsidiaries, affiliates, successors and assigns (collectively the "Indemnified Parties") from and against, and will reimburse the Indemnified parties with respect to, any losses, liabilities, damages, demands, claims, costs and expenses, including without limitation, reasonable attorney's fees, and costs of investigation (collectively "Losses"), from any cause whatsoever, that are directly or indirectly suffered or incurred at any time by any of the Indemnified Parties and that arise directly or indirectly out of or by virtue of, or are directly or indirectly connected with (i) this Agreement; (ii) any breach by Broker of the terms of this Agreement or any provision hereof or Broker's failure to perform any obligation herein; (iii) the inaccuracy or breach of any representation, warranty or covenant made by Broker herein, including section 7 above; (iv) any acts or omissions of, or services provided by, Broker, its agents, employees, representatives, officers, directors, shareholders, managers, members, or partners, as applicable, in connection with this Agreement; (v) any claim by a Borrower resulting from Guild's failure or refusal to fund a loan, or (v) any claim by any third party that Broker is a joint venturer, partner, representative, employee, or agent of, or otherwise affiliated with, Guild.

The indemnification set forth above shall apply in the event Broker breaches any warranty or representation set forth in this Agreement, or in the event that any loan originated by Broker for funding by or sale to Guild is defective in any manner,. Without limiting the meaning of the term, the term "defective" means and refers to and includes any loan that contains any one or more of the following: false Federal W-2 wage statement, false paystub, false written Verification of Employment, false Verification of Deposit, false Verification of Mortgage, false Owner Occupancy statement, false Verification of Rent, or undisclosed debt(s). It is expressly understood by Broker, that in the event a defective loan is found, Guild can and does report the findings to the appropriate law enforcement agencies, private licensing authorities, such as the California Department of Real Estate, and private data bases such as the Mortgage Asset Research Institute ("MARI").

In addition to the representations or warranties specifically provided for herein, Broker shall also indemnify Guild if Broker has contravened any section of the various selling guides and regulations of either GNMA, FNMA, or FHLMC or the regulations of FHA or VA which results in the refusal by any of them to insure or guarantee a loan. Further, if a private mortgage insurer revokes coverage on a loan, Broker hereby acknowledges and agrees to be fully responsible and liable to make Guild whole for losses incurred by Guild resulting from the revocation.

The losses for which Broker agrees to indemnify Guild include, but are not limited to, the costs involved to

correct any deficiencies in any loans, the losses incurred by Guild as a result of having an uninsured loan, and the losses incurred due to repurchasing any loan from a subsequent purchaser or investor or indemnifying a subsequent purchaser or investor for its losses on the loan. Upon final determination of loss as a result of fore mentioned acts, Broker shall remit upon demand from Guild, within a period not to exceed five (5) business days subsequent to such a demand, the full amount required to make Guild whole.

As a result of a breach in this Agreement, Broker agrees that any losses or damages payable by Broker to Guild hereunder shall include, without limitation, losses resulting from (i) the liquidation of any loan or the security for any loan submitted by Broker to Guild for funding or purchase; and/or (ii) amounts owed by Guild to a third party, including a party to whom the loan was sold in the secondary market, resulting from any repurchase, indemnity or other obligations of Guild to such third party, including any damages or losses of such third party, refunds or administrative or legal fees owed such party by Guild under the terms of Guild's agreements with such third party. Broker's obligations to fully indemnify Guild under this Agreement shall not be affected by Guild or any third party taking or failing to take any of the following actions, with or without notice to Broker: (i) liquidation, repayment, retirement, or sale or resale of any loan to a secondary market investor (including resale at a discount due to defects in the loan); (ii) foreclosure of any loan; or (iii) sale or resale of any property securing a loan.

Upon breach by Broker of any term or provision of this Agreement, Guild or its designee is hereby authorized, and granted the right, to take any action(s) deemed appropriate by it, including without limitation, the right to refuse to accept any future loans for purchase and the termination of the obligation to purchase loans previously accepted. Guild reserves the right, at its sole discretion, to establish and modify, from time to time, the procedures and mechanics for making Guild whole for any losses it sustains from defective loans submitted by Broker.

10. Early Payoff Provisions. In the event that any loan funded by Guild hereunder is refinanced and paid off within one hundred eighty (180) days of the date such loan was funded by Guild, the broker hereby agrees to repay to Guild the gross premium portion of the purchase price (including rebate and SRP) paid by Guild to the Broker for purchased loan or the entire commission, including rebates and SRP, paid by Guild to Broker on a brokered loan.

11. Early Payment Default Provisions. If a borrower fails to make any one of the first four (4) payments due on a loan submitted to Guild by Broker, within thirty (30) days of the payment due date, then the Broker shall pay Guild within thirty (30) days of receiving notice by Guild, an amount equal to all costs, expenses, damages and losses incurred by Guild arising out of or related to said early payment default.

12. Right to Offset. Guild may, at its sole discretion and to the extent permitted by law, withhold any fees or compensation due Broker and may use those funds to offset any other amounts due Guild from the Broker under the terms of this Agreement.

13. Remedies. Guild's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision of this Agreement or any other agreement with Broker. All remedies available to Guild under this Agreement shall be cumulative and nothing in the Agreement shall be construed so as to limit any other remedy available to Guild in law or in equity.

14. Notices. All notices required to be given pursuant to this Agreement will be given in writing and will be deemed given when personally delivered to the party or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to such party as follows:

NOTICE TO GUILD: Guild Mortgage Company  
P.O. Box 85304  
San Diego, CA 92186-5304  
ATTENTION: Chief Financial Officer

NOTICE TO BROKER:

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

ATTENTION: \_\_\_\_\_

15. Amendment. This Agreement may be amended only by a writing signed by each party hereto. If such a written amendment is entered into, such written amendment shall modify only the provisions of this Agreement specifically modified, and shall be deemed to incorporate by reference, unchanged, all remaining provisions of this Agreement.

16. Successors and Assigns. This Agreement is binding upon and shall insure to the benefit of the parties, and their respective successors-in-interest, assigns and transferees.

17. Entire Agreement. This Agreement contains the entire agreement of the parties, and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them with respect to the subject matter of this Agreement. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter contained in this Agreement that are not fully expressed in this Agreement.

18. Construction. Whenever used in this Agreement, as the context requires, the singular number shall include the plural, the plural number shall include the singular, the masculine gender shall include the feminine and neuter, the feminine gender shall include the masculine and neuter and, the neuter gender shall include the masculine and feminine.

19. Headings and Captions. The headings and captions at the beginning of various paragraphs and subparagraphs of this Agreement shall not be construed to be a substantive part of this Agreement and shall not in any way define, limit, expand or affect any provision of this Agreement.

20. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

21. Severability. If any term or provision of this Agreement shall for any reason become, or be held by any court of competent jurisdiction to be, illegal, null or void, the remaining terms and provisions of this Agreement shall remain in full force and effect.

22. Interpretation. The parties have agreed to the use of the particular language of the provisions of this Agreement, and any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

23. General Provisions. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement shall be valid unless executed in writing with the same formality as the instrument. In the event of litigation between the parties related to this Agreement, the prevailing party shall be entitled to recover its attorney's fees. This Agreement shall be construed under the laws of the state of California applicable to contracts made or to be performed in that state. Any judicial action pertaining to this Agreement shall be filed in a court of appropriate jurisdiction, with physical location within the County of San Diego, State of California.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date above first written.

\_\_\_\_\_  
BROKER NAME

BY: \_\_\_\_\_  
(SIGNATURE)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ACCEPTED FOR GUILD MORTGAGE COMPANY BY:**

BY: \_\_\_\_\_  
SENIOR VICE PRESIDENT &  
CHIEF FINANCIAL OFFICER

(End of Agreement)

**SECRETARY CERTIFICATE**

I, \_\_\_\_\_, hereby certify that I am a duly elected and qualified Secretary/Assistant Secretary of \_\_\_\_\_, a \_\_\_\_\_ (State) Corporation, with its principal office in the City of \_\_\_\_\_, State of \_\_\_\_\_, and that the following is a true and correct copy of the resolution(s) duly adopted by the Board of Directors of the Corporation in accordance with the Bylaws of the Corporation and the laws of the State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

RESOLVED, that \_\_\_\_\_, a \_\_\_\_\_ (State) Corporation is hereby authorized to make application to HUD/VA as loan correspondent through Guild Mortgage Company.

RESOLVED, that this board hereby empowers the following duly elected officers, acting alone, in the name of and on behalf of this Corporation and under its corporate seal to submit applications to the Federal Housing Administration for the insurance of mortgages and to enter into any agreement, execute any documents or papers, furnish any information required or deemed necessary or proper by the Federal Housing Administration or the Veterans Administration in effecting such application and such insurance and guaranteeing and servicing thereof.

RESOLVED, that the following duly elected officers are hereby authorized and empowered in the name of and behalf of this Corporation to bind said Corporation in matters involving origination and servicing of mortgage loans.

RESOLVED, that the following duly elected officers are hereby authorized to execute the necessary instruments to effect the assignment of any and all mortgages originated by the Corporation and standing in its name and to affix this Corporation's seal thereto.

By their signatures below, the foregoing officers acknowledge that their authority is limited to the execution of documents and instruments as set forth above.

_____ Name of Officer	_____ Signature	_____ Title
_____ Name of Officer	_____ Signature	_____ Title
_____ Name of Officer	_____ Signature	_____ Title

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

## Request for Taxpayer Identification Number and Certification

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

Print or type-See Specific Instruction on page 2.

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

### Part I Taxpayer Identification Number (TIN)

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

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. citizen or other U.S. person (defined below).

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

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

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

### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

**Penalties**

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

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

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

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

**Specific Instructions**

**Name.**

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

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

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

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

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under 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.

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

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

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

**Exempt Payee**

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

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

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt 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 a 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 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 a 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 Starting a Business. 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:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

### Part II—Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The Individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <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>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	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 trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.
- Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

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