

Broker Application Package



Guild Mortgage Company
Walnut Creek Wholesale Division
1981 N Broadway, Suite 245
Walnut Creek, CA 94596
Phone (925) 943-6094 * Fax (925) 943-7544



EXPLANATION OF REQUIREMENTS

1. **APPLICATION** - Please be sure to fill in all blanks and sign the last page.
2. **AUTHORIZATION/RELEASE FOR BUSINESSES AND INDIVIDUALS** - This section on 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.
3. **WHOLESALE BROKER AGREEMENT** - Each page must be initialed and the last page signed by a principal or corporate officer authorized to sign on behalf of the company. If the licensed entity is a CORPORATION, the corporate name on the agreement must be reflected exactly as indicated on the Articles of Incorporation.
4. **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.
5. **W-9** - Form is to be completed, signed and dated by an authorized signer.
6. **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.
7. **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 California Mortgage Lender.
8. **INSURANCE** – Proof of your current Errors and Omissions Insurance and Fidelity Bond Insurance (if applicable) is needed.
9. **CURRENT RESUMES** - CURRENT resumes for each corporate officer(s), the broker of record and chief processor are 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.**
10. **ANNUAL FINANCIAL STATEMENTS** - The latest annual Balance Sheet (assets & liabilities) and Profit & Loss Statement (income & expenses) 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.



For Internal Use Only: GMC Branch #: _____ AE: _____

Member Mortgage Bankers Association of America

APPLICATION

APPLYING FOR BROKER STATUS TO SUBMIT:

CONV'L: CONFORMING NONCONFORMING B/C EQUITY

SECTION A: GENERAL INFORMATION

NAME OF CORPORATION: _____

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: _____

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

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

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.)

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.)

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

DISCLOSURE:

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: _____



WHOLESALE BROKER AGREEMENT

This Wholesale Broker Agreement ("Agreement") is entered into as of this _____ day of _____, 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 of Broker's loans by Guild 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, Broker hereby agrees to sell to Guild and Guild hereby agrees to purchase from Broker, or fund for Broker, from time to time under this Agreement, mortgage loans on 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 operational policies in effect at the time.

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. 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 are 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 closed loan file which shall include such documents as may be required by Guild pursuant to 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, or otherwise provided for in this agreement.

b) Broker acknowledges that Guild shall not be under any obligation to 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 shall, at the option of Guild, have first been reviewed by Guild and approved by Guild in the exercise of its business judgment applied in a manner consistent with prudent mortgage lending and underwriting practices and procedures. Broker agrees that no officer, director, employee, agent, representative, or any other affiliate of Broker is authorized to make, commit, promise, or otherwise agree by, in the terms of, or for the benefit 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.

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

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 no later than one hundred eighty (180) days from the loan date.

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 financial statements comprising of both a balance sheet and an income statement signed by either the proprietor or corporate officer of the company. Should the Broker be Federal Housing Agency ("FHA") approved, audited financials 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 fees as stated by the VA including the annual recertification fee, shall be the total responsibility of the Broker. In addition, Broker is aware that the loan files are subject to audit at any time and that Broker will be responsible for correcting 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. The Broker represents and warrants to, and covenants with Guild as of each origination and delivery date, with respect to each mortgage loan delivered that:

a) The Broker, is a corporation, is duly organized, validly existing and in good standing under the laws of the state of its incorporation, 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.

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

c) The Broker will not use the name of Guild with reference to affiliations or subsidiary in its advertising.

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

a) The loan was originated in accordance with the terms of this Agreement, the commitment, and Guild policies as stated in Guild's Broker Manual, which may be 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.

c) Any and all requirements of any federal, state, or local law or regulation, including without limitation, usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity or disclosure laws applicable to the loan have been satisfied and such loan is in compliance therewith, and 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 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) The 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 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 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 have been released in whole or in part and no part of the real property has been released, unless approved by Guild.

l) All buildings upon the property securing such loan are insured in accordance with accepted lender practice 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 mortgage clause or the Broker shall provide a copy of its letter to the insurance agent directing the change in mortgage clauses.

m) All information and documentation submitted by Broker to Guild with each loan submission is true, accurate, and correct. Broker acknowledges that Guild is entitled to rely upon the documents submitted with each loan to Guild and that Guild is under no obligation to reverify 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) 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.

The information contained in any loan package submitted by the 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, whether or not Broker has knowledge of or reason to suspect any inaccuracies.

9. Indemnification. Broker hereby agrees to save, hold harmless and indemnify Guild and its officers, directors, employees, agents, shareholders, and representatives against all loss, damage, claim and expenses, including reasonable attorney's fees, relating to, arising out of or in connection with Broker's breach of any representation, warranty or covenant contained herein, including but not limited to those representations and warranties of Paragraph 7, above.

In the event Broker breaches any warranty or representation set forth in this Agreement, or in the event that any loan is defective which defect arises from the origination or the assignment of the loan to Guild. 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 Verification of Rent, 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 any other 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 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 said breach by Broker.

The losses for which Broker agrees to indemnify Guild include, but are not limited to, the costs involved to correct any deficiencies, or the losses incurred by Guild as a result of having an uninsured loan, or the losses incurred due to repurchasing said loan from a subsequent purchaser or investor. 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.

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 purchases 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.

10. Early Payoff Provisions. In the event that any loan funded by Guild hereunder is refinanced and paid off within 90 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.

11. 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: _____

12. 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"/> Other _____ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

Note: If the account is in more than one name, see the chart on page 3 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 3.)

Sign Here	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 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 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 for backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

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

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

Other payees that may be exempt from backup withholding include:

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

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

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get 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 you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 3 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II—Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) 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.