

# Universal Risk Advisors, Inc.

1110 W Commercial Blvd Suite #300

Fort Lauderdale, FL 33309

954-958-1203 or 800-425-9113

## *Agency Checklist for Appointment*

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- \_\_\_\_\_ Agency Appointment Application Form- *dated and signed*
- \_\_\_\_\_ Agent Agreement- *dated and signed*
- \_\_\_\_\_ W-9 Form- *front and back sides completed and signed*
- \_\_\_\_\_ Copy of E & O Declarations Page- *copy must show limits of insurance*
- \_\_\_\_\_ Licensing Information Form- *completed and signed*
- \_\_\_\_\_ Copy of agent's 220/Agent License
- \_\_\_\_\_ State Issued Copy of Agency License
- \_\_\_\_\_ State Appointment Fee made payable to Universal Risk Advisors-  
*where applicable*

\_\_\_\_\_ E-mail address (required for Company  
communications and rating software updates)

\_\_\_\_\_ How did you hear about us?

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Mail this entire packet with this form to Universal Risk Advisors at the above address OR give it to your Marketing Manager. Once your completed appointment paperwork is processed, you will receive an e-mail and welcome package and your Marketing Manager will deliver your supplies. The rating system is hosted on AtlasBridge.com and requires Internet Explorer 6.0 or 7.0 and Adobe Reader 7.0.

Thank You,

The Marketing Department

**UNIVERSAL RISK ADVISORS, INC.**

**Agency Appointment Application**

**AGENCY CODE** \_\_\_\_\_

The Undersigned applies for appointment as an agent and furnishes the following information:

Agency Name as licensed: \_\_\_\_\_

Assumed Business Name: \_\_\_\_\_ Recorded at: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (County) (State) (Zip Code)

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Tax I.D. # Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Agency Established (year): \_\_\_\_\_ Number of Employees: (a) Clerical \_\_\_\_\_ (b) Professional \_\_\_\_\_

List all principals\* (include title). If not active, state as such:

1. Name: \_\_\_\_\_ Age: \_\_\_\_\_ License# \_\_\_\_\_ Years Held \_\_\_\_\_  
Title: \_\_\_\_\_ % of Ownership \_\_\_\_\_

2. Name: \_\_\_\_\_ Age: \_\_\_\_\_ License# \_\_\_\_\_ Years Held \_\_\_\_\_  
Title: \_\_\_\_\_ % of Ownership \_\_\_\_\_

3. Name: \_\_\_\_\_ Age: \_\_\_\_\_ License# \_\_\_\_\_ Years Held \_\_\_\_\_  
Title: \_\_\_\_\_ % of Ownership \_\_\_\_\_

\*If more space is required, use additional sheet.

Does Agency accept brokerage business? \_\_\_\_\_ If yes Explain: \_\_\_\_\_

Gross annual premiums written Property and Casualty: \$ \_\_\_\_\_

Percentage mix of: Personal \_\_\_\_\_ and Commercial \_\_\_\_\_ lines.

Are there any criticisms of past business operation such as:

Suits or Insurance Dept. actions? \_\_\_\_\_ Bankruptcies? \_\_\_\_\_ Slow Pay? \_\_\_\_\_

Has any company terminated your agency or curtailed your volume or class of business in the last 3 years? \_\_\_\_\_

If yes, Explain: \_\_\_\_\_

What first year volume commitment has been agreed upon? \_\_\_\_\_

Who is your agency's present errors and omissions carrier? \_\_\_\_\_

Please provide the names of companies with whom you are contracted to write homeowners business. Include the 3 highest volume companies first and list the address of appropriate Branch, Regional or Home Office who handles your office.

1. Name of Company: \_\_\_\_\_ Location: \_\_\_\_\_  
Written Premium \_\_\_\_\_ Loss Ratio: Current Year \_\_\_\_\_ 1st Prior \_\_\_\_\_ 2nd Prior \_\_\_\_\_
  
2. Name of Company: \_\_\_\_\_ Location: \_\_\_\_\_  
Written Premium \_\_\_\_\_ Loss Ratio: Current Year \_\_\_\_\_ 1st Prior \_\_\_\_\_ 2nd Prior \_\_\_\_\_
  
3. Name of Company: \_\_\_\_\_ Location: \_\_\_\_\_  
Written Premium \_\_\_\_\_ Loss Ratio: Current Year \_\_\_\_\_ 1st Prior \_\_\_\_\_ 2nd Prior \_\_\_\_\_
  
4. Name of Company: \_\_\_\_\_ Location: \_\_\_\_\_  
Written Premium \_\_\_\_\_ Loss Ratio: Current Year \_\_\_\_\_ 1st Prior \_\_\_\_\_ 2nd Prior \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Agency Owner or Officer \_\_\_\_\_

Field Representative's analysis and recommendations  
(subject to verification of information and final approval of the company)

\_\_\_\_\_

Date: \_\_\_\_\_ Signature of Terminal Manager \_\_\_\_\_

NOTICE TO APPLICANT FOR EMPLOYMENT AS REQUIRED BY THE BY THE FAIR CREDIT REPORTING ACT  
As a part of employment or agency contracting procedure, a routine report may be obtained by us to provide applicable information concerning your character, general reputation, personal characteristics and mode of living. Upon written request to the Agency Division, at the address above, further details will be provided as to the type of information which this kind of report seeks to develop.

## AGENT AGREEMENT

This Agent Agreement (“Agreement”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the undersigned Agent (“Agent”) and Universal Risk Advisors, Inc. (“Manager”). In exchange for the mutual promises set forth in this Agreement and for other good and valuable consideration, the sufficiency of which is acknowledged by the Agent and the Manager, the parties agree as follows.

### I. AUTHORITY OF AGENT

- A. AGENT ACTIVITIES- The Manager hereby contracts with the Agent as an independent contractor and not as an employee of Manager or any insurance company represented by the Manager (“Company”). The Agent agrees to transact insurance subject to requirements imposed by law, the terms of this Agreement, and underwriting rules and guidelines of the Company or Manager as they may exist and be communicated to the Agent from time to time. Within the scope of these requirements and guidelines, the Agent is authorized to solicit and service customers and potential customers at the times and places, and in the manner, chosen by the Agent in his or her sole discretion. The Agent is responsible for his or her own offices, overhead, employees, vendors, licensing, taxes, fees and other business operations and requirements, including the Agent’s expenses associated with the foregoing. In connection with the Agent’s role as an independent contractor, the Agent is authorized to:
1. Solicit, receive and transmit to the Company through the Manager, or otherwise as directed, proposals for insurance contracts for which a commission is specified in the attached Schedule A, in accordance with procedures communicated by the Manager from time to time;
  2. Bind and execute insurance contracts as provided in Schedule A of this Agreement, but subject to any restriction, limitation or other underwriting guideline then in effect;
  3. Provide all usual and customary services of an insurance agent on all insurance contracts placed by the Agent;
  4. Collect and receipt for premiums, except in the case of direct-billed premiums discussed in Section II.B. below. The Agent agrees to refund return commissions on policies upon cancellation, reductions, or other refunds or returns of premiums, in each case at the same rate as such commissions originally were paid by a Company. With respect to premiums to be collected by the Agent, the Agent shall collect and hold such premiums in a fiduciary capacity on behalf of the Company and shall be responsible for remitting such premiums to the Manager whether collected by the Agent or not;
  5. Exercise his or her authority personally or through authorized employees, provided that as between the Agent and the Manager and Company, the Agent shall be solely responsible for the acts, errors, and omissions of such employees;
  6. Represent other insurance companies;

7. Exercise exclusive and independent control of Agent's time, the conduct of Agent's business, and the conduct and activity of Agent's employees;

By execution of this Agreement, it is understood and agreed that when an insurance agent's countersignature is required, the Company or Manager has the authority to countersign any policy of insurance issued through the Agent by the mechanical or facsimile imprinting of an appropriate agent name thereon. It is understood and agreed that such imprint shall be effective as if an agent had personally endorsed it on the policy, and that the policy thereafter may be delivered or mailed directly to the policyholder. This procedure shall not reduce or alter the commissions otherwise due to the Agent under policies produced by the Agent, nor shall it in any way affect the duties and responsibilities of the Agent to the policyholder, Manager or Company.

B. **LIMITATIONS ON AGENT'S AUTHORITY-** In addition to authority that is impliedly restricted through exclusion from this Agreement, the Agent agrees to adhere to the following:

1. The Agent shall not publish, distribute or circulate advertising of any character on behalf of or with reference to the Company or Manager without the prior written consent of the Manager. The Agent acknowledges and agrees that all logos and insignia of the Manager and the Company are and shall remain the exclusive property of those parties and may not be used in any way without prior authorization;
2. All business placed by the Agent with the Company through the Manager must originate from persons licensed for the Agent and holding proper appointments, each in accordance with the laws of the applicable jurisdictions. Brokered business is not permitted and constitutes a violation of this Agreement. The Agent agrees to promptly advise the Manager of any additional or changed appointments, or terminations of appointments, necessary or appropriate for the effectuation of the Agent's business under this Agreement. Upon such advice, the Manager agrees to provide such assistance as is reasonably necessary to the Agent in obtaining new, changed or terminated appointments as appropriate for the transaction of business under this Agreement;
3. The Agent will not assign any policy from one person to another without the prior written consent of the Manager.
4. The Agent acknowledges and agrees that the Manager, or any Company represented by the Manager, may suspend the binding or writing of insurance policies from time to time in their sole discretion. The scope and duration of any such suspensions will be determined by the Manager or the Company in their sole discretion. Examples of circumstances in which the Manager or a Company may suspend binding or writing include but are not limited to:
  - a. Potential or threatening weather-related occurrences such as severe weather warnings and watches or when a severe weather event is in progress;
  - b. Civil disorder, civil commotion, or a disturbance or riot is in progress, is imminent, or may be expected in the foreseeable future;

- c. Areas are under curfew or martial law, such as for civil unrest;
- d. Requests or directions from the Manager or a Company relating to implementation of the Company's exposure management plans or business objectives.

## II. POLICY SUBMISSION AND DIRECT-BILLED POLICIES

On business submitted to the Manager to be placed with the Company, the following provisions apply:

- A. The completed application, together with the initial premium without deduction of commission, shall be submitted to the Manager;
- B. When available from the Company, the Company or Manager may elect in their sole discretion to assume responsibility for collecting the initial premium and/or subsequent premiums. The Company or Manager may make this election in a writing of either general or specific application;
- C. Upon the election described in Section II.B. above, the Company or Manager will be responsible for all billing and collection, unless otherwise mutually agreed in writing by the Agent and the Manager;
- D. The Manager shall provide for commissions on premiums payable by each Company to be remitted to the Agent by electronic deposit (ACH credit) within thirty (30) days of the end of the accounting month in which such premiums are received and recorded by the Manager, subject to the offset of any return commissions due from the Agent or other balance owing from the Agent to the Manager or Company; provided that the Manager or Company may require payment upon twenty (20) days' notice if compensation due to the Agent is not sufficient to satisfy any amount owing from the Agent. The Agent is responsible for maintaining current bank account information and notifying the Manager of any changes. If the Agent does not maintain accurate bank account information with the Manager, the Manager will cause the Company to issue payment checks, if applicable, in accordance with Company procedures only when amounts due exceed \$100.00.
- E. The Company or Manager will clearly identify the Agent when transmitting policies and cancellation or nonrenewal notices to policyholders produced by the Agent;
- F. The Agent is authorized to advance premiums on behalf of policyholders, in which case the Agent accepts full responsibility for such premiums;
- G. The Manager or its designee shall have access at all reasonable times to the Agent's books and records for the purpose of determining any fact relating to money due under this Agreement or business placed under this Agreement.

## III. POLICY CANCELLATION OR NONRENEWAL

Subject to requirements imposed by law and compliance with the applicable provisions of this Agreement and the policies of insurance:

- A. At the Agent's request, the Manager shall cause the Company to:
  - 1. Cancel any policy; or
  - 2. Decline to renew any policy and give advance notice of nonrenewal to the policyholder.
- B. The Manager may cause the cancellation of an in-force policy:
  - 1. For nonpayment of premium; or
  - 2. For other reasons permitted under applicable law or the insurance policy.
- C. The Manager may cause the nonrenewal of a policy at its expiration subject to any restrictions imposed by applicable law or the policy.
- D. By the execution of this Agreement, the Agent is deemed to have waived any right to receive notice of intent to cancel or nonrenew a policy prior to mailing or delivery of such notice to the insured.
- E. Nothing in this Agreement shall require the Manager or Company to cancel or nonrenew any policy in contravention of applicable law or regulatory directives. The Agent agrees to indemnify and hold harmless the Manager and Company from all costs, expenses, and liabilities associated with cancellations and nonrenewals made at the Agent's direction.

#### IV. DESIGNATION OF AGENT BY POLICYHOLDER

- A. If a conflict exists as to which producer is authorized to represent an existing or prospective policyholder, the policyholder's written statement designating his or her producer shall be binding upon the Agent and the Manager. The Agent acknowledges and agrees that upon such designation identifying the Agent as the producer, he or she assumes responsibility for policyholder service on the policy as written, will review the policy with the policyholder, and will advise the policyholder regarding the coverages and coverage options;
- B. Such designation on an unexpired policy shall be effective as of the date specified upon receipt by the Manager of a reasonable written agreement between the producers involved determining who shall be:
  - 1. Responsible for collection of premiums;
  - 2. Entitled to receive commissions;
  - 3. Responsible for the refund of return commissions; and
  - 4. Responsible for policyholder service.

#### V. AGENCY SALE OR TRANSFER

The Agent agrees to give advance notice to the Manager of any sale or transfer of his or her business or any substantial sale of the assets thereof, or its consolidation with a successor

firm, in order that the Manager may, in its sole discretion and with the consent of the parties in interest:

- A. Agree to the assignment of this Agreement in writing;
- B. Enter into a new agreement with the successor party; or
- C. Place into effect a Limited Agency Agreement with the successor party in order to provide the services of Section VII.B.

For purposes of this Agreement, the sale or transfer of the Agent's business shall include any change in which an owner's percentage of ownership increases or decreases by 10% or more, and any change in which any party comes to own 50% or more of the agency or any of its controlling entities. Agent further agrees to notify Manager of any new or replacement officer or director and any termination or resignation of an officer or director. Agent shall be responsible for communicating the rights and responsibilities set forth in this Agreement to all individuals who will perform services under it and for monitoring the compliance of those individuals with this Agreement. Agent hereby acknowledges and takes responsibility for the acts and omissions of such individuals.

## VI. CHANGES IN AGREEMENT AND ADOPTION OF PROCEDURES AND GUIDELINES

- A. This Agreement may be amended at any time by the mutual agreement of the Agent and the Manager. No such mutually agreed amendment shall be effective unless and until reduced to writing, on paper, and signed with a manual ("wet") signature.
- B. This Agreement may be revised unilaterally by the Manager upon thirty (30) days' notice to the Agent; provided that if the Agent does not agree to such changes, the Agent may notify the Manager of his or her decision to voluntarily terminate this Agreement pursuant to Clause 3 of Section VII.A. below, and provided further, that if any revision is necessitated by a new or amended contract between a Company and the Manager, or new or amended procedures pertaining thereto, the Manager may revise this Agreement unilaterally to accommodate such new or amended contract upon less than thirty (30) days' notice by providing as much notice to the Agent as may be practicable.
- C. During the term of this Agreement, the commission rates specified in Schedule A will remain continuously in effect, unless and until revised in accordance with Section VI.B. above. Revisions to the commission schedule will be applicable immediately upon expiration of the notice period for new business and upon the first renewal after the notice period for existing business, or upon such later date as may be specified by the Manager.
- D. The Agent hereby agrees, in the interest of record-keeping, to sign a copy of any revisions to this Agreement provided by the Manager if so requested by the Manager. However, the signing of such revisions or failure to do so shall not be a condition to their effectiveness or otherwise alter this Agreement.

## VII. TERMINATION OR SUSPENSION

- A. This Agreement shall terminate:



1. Automatically and immediately if any public authority cancels or declines to renew the Agent's license or certificate of authority or upon the dissolution of the Agent's business;
  2. Automatically on the effective date of any sale or transfer of the Agent's business, or its consolidation or merger with a successor firm, unless this Agreement is assigned as provided in Article V hereof;
  3. Upon the expiration of thirty (30) days' advance written notice by either party;
  4. Immediately upon either party giving notice to the other in the event of abandonment, fraud, insolvency or gross or willful misconduct on the part of the other party;
  5. Immediately if the Agent becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or is the subject of proceedings, whether voluntary or involuntary, for bankruptcy, reorganization, insolvency or the winding down of its affairs;
  6. Immediately if the Agent is convicted of or pleads nolo contendere to any felony or any other crime involving fraud, dishonesty, breach of trust or misappropriation of funds.
- B. If this Agreement is terminated pursuant to Clause 3 of this Section VII.A. above, the Manager may place into effect a Limited Agency Agreement authorizing the Agent to service unexpired insurance policies and arranging for the appropriate underwriting, audit, and other necessary services on such policies.
- C. If the Agent is delinquent either in the accounting or payment of money due the Company or the Manager, the Manager may, by notice to the Agent, suspend the Agent's authority to:
1. Write or renew any business or impose other limitations on the Agent's business with the Manager; and
  2. Change any policy during the period of delinquency except as may be expressly approved by the Manager in advance, in writing.

This provision shall not apply to routine differences in the accounting records of the Agent, Manager and Company if such differences are minor, do not involve premiums collected and willfully withheld by the Agent, and Agent proceeds diligently and in good faith to resolve such differences.

- D. In the event of suspension of the Agent's authority or termination of this Agreement:
1. The Agent's records and use and control of expirations shall remain the property of the Agent and left in his or her undisputed possession as set forth below, provided that (i) the Agent has then rendered and continues to render timely payments on all accounts to the Manager or Company, or provides security therefor acceptable to the Manager, and complies with applicable law, and (ii) the termination or suspension has not occurred in accordance with Clauses 1, 4, 5, or

6 of Section VII.A. above. Otherwise, the records and use and control of all expirations placed through the Manager or Company shall become vested exclusively in the Manager.

2. If the Agent has properly accounted for and paid all amounts due and otherwise complied with this Agreement and applicable law, and provided the termination or suspension has not occurred in accordance with Clause 1, 4, 5, or 6 of Section VII.A. above, the Agent may provide notice to the Manager, within thirty (30) days of the notice of termination (or the effective date of termination when no such notice is required), that the Agent intends to assume exclusive control of the expirations of business produced by the Agent. If the Agent provides such notice, the Manager shall issue or cause to be issued notices of nonrenewal to the affected policies unless such nonrenewals are prohibited by law or are contrary to an express directive of an authoritative regulatory body, and the Agent agrees to indemnify and hold harmless the Manager and each Company from and against all liabilities, losses, penalties, and costs associated with the requested nonrenewals. If the Agent does not notify the Manager during said thirty (30) day period, the Manager in its sole discretion may renew or nonrenew (or cause the renewal or nonrenewal of) of any policies without liability or obligation to the Agent therefor. During the thirty (30) day notice period (or until such earlier time as the Agent provides the notice), the Manager may renew or nonrenew (or cause the renewal or nonrenewal of) such of the policies as it considers appropriate in its sole discretion.
3. The Manager and Company are not required to dispose of any records or expirations, to obtain monetary consideration for any records or expirations, or to pay consideration to the Agent therefor.

#### VIII. INDEMNIFICATION BY THE MANAGER

- A. The Manager shall indemnify and hold the Agent harmless from and against any and all liabilities the Agent may become obligated to pay to or on behalf of any insured based upon an error of the Manager or Company in processing or handling business placed by the Agent through the Manager, except to the extent that the Agent caused, contributed to, or compounded the error.
- B. The Agent shall promptly notify the Manager whenever the Agent receives notice of the commencement of any action relating to any alleged liability for which indemnification might be applicable, and the Manager shall be entitled to participate in such action, or to assume the defense of such action with counsel satisfactory to the Manager. If the Manager assumes the defense of any action, it shall not be responsible to the Agent for any legal or other expenses incurred by the Agent in connection with such action after the date of assumption. The Manager shall not be responsible for indemnifying the Agent to the extent that the Agent's failure to promptly notify the Manager of an action prejudices the Manager's defense of the action.

#### IX. INDEMNIFICATION BY THE AGENT

The Agent shall indemnify and hold the Manager and Company harmless from and against any and all claims or actions arising from or relating to the Agent's performance, non-performance, negligence or gross or willful misconduct in connection with transactions

contemplated hereunder, including but not limited to any breaches hereof, and against all costs, attorneys' fees (at trial and through appeal), expenses, and liabilities incurred in or by reason of such claims or actions.

## X. CONDITIONS

- A. The Manager and Company reserve the right to mail or deliver to any policyholder offers or solicitations that would enable the policyholder, upon application and payment of premium, to add one or more supplemental coverages to his policy. Any premium generated by such offers will be credited to the Agent in accordance with the applicable commission schedule as it may be amended from time to time, provided that the Agent holds appropriate licenses and appointments for the lines of business transacted.
- B. The provisions of this Agreement shall not apply to business administered by underwriting associations, syndicates, or pools, or business assigned to the Company pursuant to any form of assigned risk program.
- C. This Agreement shall continue in full force and effect until suspended or terminated as provided herein.
- D. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and supersedes and terminates any prior or contemporaneous agreements, whether written or oral, in which the Agent and the Manager or Company are parties, except that commissions earned under any prior agreements will continue to be paid. The Agent will perform all acts proper to continue and service insurance written under any previous agency agreement; renewals of any business previously written under such agreement shall be deemed renewals under this Agreement.
- E. Neither the Company nor the Manager shall be responsible for any costs or expenses incurred by Agent, whether on the Agent's behalf or on the Manager or Company's behalf, unless such costs or expenses are approved in advance and in writing by the Manager or Company, as the case may be.
- F. The Agent acknowledges and agrees that the Agent is fully responsible for the acts and omissions of all persons, whether licensed or unlicensed, whom Agent employs, retains, or allows to transact or assist in the transacting of insurance under this Agreement as if those acts or omissions were those of the Agent.
- G. The Agent affirms that neither he nor she, nor any corporate or other business entity through which the Agent will transact business under this Agreement, is subject to any restriction by contract or under applicable law relating to the authority or ability of the Agent or the corporate or business entity to enter into this Agreement or transact business hereunder.

## XI. OWNERSHIP

If the Agent is a corporation or other business entity, the Agent hereby acknowledges and agrees that the terms and conditions of this Agreement shall apply to the corporation or business entity, as well as to all persons, whether licensed or unlicensed, transacting insurance on behalf of the agency. Agent represents that the **officers, directors, and owners**

**of 10% or more** of the outstanding interest in the corporation of business entity are as follows:

Name:	Title:	Ownership Interest:
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

**XII. ERRORS & OMISSIONS COVERAGE**

The Agent shall have and maintain Errors and Omissions coverage having limits of not less than \$1,000,000 on an occurrence basis and not less than \$1,000,000 on an aggregate basis. The Agent shall provide documentation of such coverage at the request of the Manager or Company and shall notify the Manager within three (3) days of any cancellations, terminations, or modifications to the coverage. The Manager reserves the right to determine whether the form of coverage and insurance carrier are acceptable to the Manager in its sole discretion. The Agent hereby acknowledges and agrees that such coverage shall extend to every person under the Agent’s supervision, direction or employ.

**XIII. OTHER ITEMS**

- A. This Agreement shall be governed by and construed according to the laws of the State of Florida without giving effect to the conflict of laws principles thereof; provided, however, that the parties’ obligations arising from or related to policies written on risks located in another state shall be governed by and construed according to the laws of such other state. If any clause, sentence, or other provision of this Agreement shall be determined to be invalid, the remaining provisions of this Agreement shall remain in full force and effect and the Agreement shall be construed as if the invalid clause, sentence, or other provision were not included.
- B. Venue for any dispute arising under or relating to this Agreement shall properly lie in the circuit court for Broward County, Florida (and in the United States District Court for the Southern District of Florida in the event that any suit may be properly brought in federal court).
- C. Time is of the essence as to the dates and obligations set forth herein.
- D. Each party hereto acknowledges that it has had ample opportunity to review and participate in the development and execution of this Agreement and therefore no provision of this Agreement shall be construed in favor of or against any party by virtue of that party having drafted or not having drafted this Agreement.
- E. No past waiver of any provision of this Agreement by the Manager shall be construed as or deemed a future waiver of the same provision or any other provision of this Agreement or otherwise serve as a bar to enforcement of the same or other provision.
- F. References such as Agent and Manager, and the corresponding positions whether designated as agent, producer, independent producer, managing general agent or

manager, have been selected for the convenience of the parties, recognizing that the titles and permissible services of such parties may differ under specific state laws pursuant to which policies may be written under this Agreement. Where the context requires, any such references shall be construed in conformity with the laws of such states.

- G. The following provisions shall survive any termination of this Agreement: Clauses 1 and 3 of Section I.B.; Article IV; Section VII.D.; Articles VIII and IX; Sections X.E., X.F., and X.G; and Articles XIII and XIV.

**XIV. PRESERVATION OF NONPUBLIC PERSONAL INFORMATION**

The Manager or Company from time to time may have nonpublic personal financial information about customers or prospective customers, which in accordance with federal and state requirements the Manager or Company may disclose to certain third parties only when those third parties have agreed to protect that information. The Manager or a Company may provide notices to customers relating to the protection of customers' nonpublic personal financial information that encompass activities of the Agent, taking into account that the Agent will use the nonpublic personal financial information only in furtherance of this Agreement. The Agent acknowledges and agrees that whenever the Agent has, is provided with, or learns of information about customers of the Manager or Company or prospective customers of the Manager or Company, the Agent will use such information only for the purposes set forth in this Agreement and for no other purpose. Agent agrees that during the term of this Agreement and thereafter, it will not provide such information to any other party without the Manager's prior written consent, except for those disclosures that are permitted or required by law.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

AGENT:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City/State/ZIP  
\_\_\_\_\_  
Email

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

MANAGER:

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

- Stephen Donaghy, Chief Marketing Officer
- Stacey Tomko, Director of Marketing

**MASSACHUSETTS SUPPLEMENT**  
**(to be inserted at Schedule A to the Agent Agreement)**

Effective: \_\_\_\_/\_\_\_\_/\_\_\_\_

1. In consideration for the authority to transact the listed policy types in Massachusetts, the Agent agrees to:
  - A. Bind prospective coverage, when applicable, for periods no longer than forty-five (45) days or as otherwise allowed by the Manager or Company in writing, and then only on application forms provided for such purpose by the Company or Manager;
  - B. Forward timely and complete documentation required by the Manager, including without limitation signed and completed applications, premium payments, and other documents as required by the Manager or Company, in accordance with procedures and deadlines established by the Manager or Company.
2. The commissions specified in this Massachusetts Supplement do not apply to the renewal of an insurance contract which a Company is required to renew by law, unless the Company and Manager failed to comply with a requirement that would have permitted nonrenewal of the contract; provided, however, that if this Massachusetts Supplement covers policies sold by the Agent for a Company and an applicable law requires the Company to renew such policies beyond their then-current terms after the termination of this Agreement, and also requires the Company to retain the Agent to provide service to the policyholders and to be paid a commission for such service, then the Agent shall be paid a service commission of five percent (5%) on all renewal premiums received on any such policies as full and complete compensation for such Agent services under such law.
3. The Agent is authorized to transact Massachusetts insurance policies for the following Company(ies) at the specified commission levels:

Company: Universal Property & Casualty Insurance Company

<u>Binding Authority</u>	<u>Policy Type</u>	<u>Rate of Commission (new/renewal)</u>
Yes (subject to guidelines)	Homeowners	15% / 15%
Yes (subject to guidelines)	Fire and Allied Lines	15% / 15%

4. As communicated by the Manager from time to time, a Company in its sole discretion may offer additional or revised commissions or compensation based upon market conditions or other factors. Any offers of additional or revised commissions or compensation shall be applicable and binding only upon written communication of the offers to the Agent and shall be limited to the terms and conditions set forth therein. This schedule of commissions supersedes any existing compensation program between the Company and the Agent as to Massachusetts insurance policies. No other compensation is paid or payable under the Agreement unless specified in writing by the Manager or Company.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 generally 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.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
□ □ □ □ - □ □ □	□ □ □ □ □ □ □ □
<b>or</b>	
<b>Employer identification number</b>	
□ □ □ □ - □ □ □ □ □ □ □ □	

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**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, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Managing General Agency

Universal Risk Advisors, Inc  
1110 W Commercial Blvd Suite #300  
Fort Lauderdale, FL 33309  
954-958-1203 or 800-425-9113

Please complete one form for each agent to be appointed.

**The form must be accompanied by a copy of the agent's license and mailed to the MGA address listed within.**

## Licensing Information

**Name:** \_\_\_\_\_  
Last First Middle

**Address: Residence:** \_\_\_\_\_  
Street City County State Zip

**Business:** \_\_\_\_\_  
Street City County State Zip

**Contact Information:** Business Phone: (\_\_\_\_) \_\_\_\_\_

Other Phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**License Number:** \_\_\_\_\_ **State:** \_\_\_\_\_

What Lines? \_\_\_\_\_

Agency Name: \_\_\_\_\_

Agency Code: \_\_\_\_\_

Date: \_\_\_\_\_ Signature \_\_\_\_\_

### **NOTICE TO APPLICANT FOR EMPLOYMENT AS REQUIRED BY THE FAIR CREDIT REPORTING ACT (Public Law 91-508)**

As a part of employment or agency licensing procedure, a routine report may be obtained by us to provide applicable information concerning your character, general reputation, personal characteristics and mode of living. Upon written request to the Agency Division, at the address above, further details will be provided as to the type of information which this kind of report seeks to develop.