



## HOMEOWNERS CHOICE

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### Limited Producer Agreement Checklist

1.  Limited Producer Agreement completed and signed
2.  Agency Information Sheet
3.  Copy of Error & Omissions declaration page
4.  Completed and Signed IRS W-9 form
5.  Copy of Florida 2-20 license
6.  Copy of AGENCY FDFS registration/license certificate

#### **Homeowners Choice Contact Information:**

**Phone:** (888) 210-5235 – Option #5 (Marketing)

**Fax:** (727) 499-9862

**Email:** [agency-support@hcpci.com](mailto:agency-support@hcpci.com)



# HOMEOWNERS CHOICE



## Agency Information Sheet

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

Agency Principal & Title: \_\_\_\_\_

Email (Principal): \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

AGENCY/CSR EMAIL: \_\_\_\_\_

### **Additional contact person other than agency principal (PL manager, Office manager etc..)**

Agent name: \_\_\_\_\_

Address: *if different than above* \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type & License #: \_\_\_\_\_

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

**APPOINTMENTS:** Please list the agents who will solicit, negotiate or effect policies pursuant to the Limited Producer Agreement. Homeowners Choice will pay the appointment fee for one such agent. For additional appointments please make check in the amount of \$61.98 each; payable to Homeowner Choice Managers Inc. Mail check and licensing information to: Homeowners Choice Inc, Attention: Agency Support, PO BOX 22967, Tampa FL 33622.

Agent name: \_\_\_\_\_

Telephone: \_\_\_\_\_

License #: (copy attached) \_\_\_\_\_

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

Agent name: \_\_\_\_\_

Telephone: \_\_\_\_\_

License #: (copy attached) \_\_\_\_\_

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



# HOMEOWNERS CHOICE

*Insurance for Floridians by Floridians*

(VOLUNTARY BUSINESS)

## LIMITED PRODUCER AGREEMENT

with

HOMEOWNERS CHOICE MANAGERS, INC., MANAGING GENERAL AGENT

of

HOMEOWNERS CHOICE PROPERTY & CASUALTY INSURANCE COMPANY, INC.

THIS AGREEMENT is between HOMEOWNERS CHOICE MANAGERS, INC., which is a Florida corporation having offices 5300 West Cypress Street, Suite 100, Tampa, Florida 33607 (the "General Agent"), and the insurance agent or agency set forth below (referred to in this Agreement as the "Producer").

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Producer name (agent or agency name) Principal officer or contact person

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Street address

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City State Zip code

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Telephone Fax e-mail address

If the Producer is a corporation, limited partnership, limited liability company or similar entity, provide the type of entity and the state in which its organizational documents are filed. (Sole proprietorships and general partnerships do not file organizational documents with the state.)

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Type of entity State of organization

## BACKGROUND STATEMENT

The General Agent is the managing general agent of Homeowners Choice Property & Casualty Insurance Company, Inc. (the "Company"). The Producer is an insurance agent licensed by the State of Florida or an insurance agency licensed or registered by the State of Florida. By this Agreement, the General Agent intends to receive and the Producer intends to provide limited representation services in connection with insurance policies issued or assumed by the Company.

## TERMS OF AGREEMENT

In reliance upon the foregoing Background Statement, the General Agent and the Producer agree to the terms set forth below.

1. Appointment. The General Agent hereby appoints the Producer and the Producer agrees to serve as a limited producer to provide limited representation services to the Company and the General Agent solely in connection with the Company's homeowners multi-peril and fire lines of business and other lines of business which may from time to time be specified in writing by the General Agent. For the purposes of this Agreement, the term "Policies" means (i) the policies of insurance issued by the Company and produced pursuant to this Agreement and (ii) the policies of insurance assumed by the Company from Citizens Property Insurance Corporation (or another entity) for which the Producer or an agent of the Producer is the producing agent of record. This appointment is subject to the duties, obligations and restrictions placed upon the Producer by the laws, rules and regulations of the State of Florida and the terms and conditions of this Agreement. If the Producer is an association or entity rather than an individual, then this appointment extends also to the insurance agents within the Producer who are or become producing agents of record for any of the Policies.

2. Appointment Not Exclusive. All appointments hereunder are non-exclusive. The Producer and the Producer's agents may represent other insurers, including competing insurers. The General Agent may use the services of other insurance agents and agencies.

3. Producer Authority.

3.1. Limited Authority. The Producer will have the limited authority and will provide the services set forth below.

(A) To promote the Company and its insurance services.

(B) To assist the General Agent in marketing the Company's insurance services.

(C) Solicit applications for the Company's insurance and submit those applications to the General Agent. The General Agent will have the right to approve or decline any application for any reason.

(D) To receive from policyholders requests for changes to the Policies and deliver them to the General Agent. The Producer must deliver all such requests to the General Agent, in writing or via any electronic system approved by the General Agent, within five calendar days after receiving them. The General Agent will have the right to approve or decline any requested changes for any reason.

(E) To accept from Policyholders requests to cancel their Policies and forward such requests to the General Agent. The Producer will have no authority to initiate policy cancellations.

(F) To describe accurately the terms of the Policies.

(G) To direct policyholders with claims under Policies to follow the General Agent's claims reporting procedures and cooperate fully with the Company and the General Agent to facilitate the investigation, adjustment, estimation, settlement and payment of any claim.

3.2. No Binding Authority. The Producer will have no authority whatsoever to bind the Company or the General Agent to any Policy, contract or obligation.

3.3. No Authority to Accept Premium Payments. The Producer will have no authority to accept premium payments in connection with Policies. In the event the Producer inadvertently or mistakenly receives a premium payment, the Producer will immediately deliver the payment to the General Agent without set off or deduction of any kind. The Producer agrees that all premiums received by the Producer will be held by the Producer as trustee and in a fiduciary capacity for the General Agent until delivered to the General Agent. In the event the Producer receives a check made out to the Company or the General Agent, the Producer will promptly forward the check to the General Agent.

4. Compensation. When the Producer or an agent within the Producer is the producing agent of record for a Policy, the General Agent will pay to the Producer commissions in accordance with the Commission Schedule included with this Agreement. These commissions will represent full compensation for all services rendered by the Producer to the Company and the General Agent. The General Agent may amend or replace the Commission Schedule anytime by delivery of written notice to the Producer. In that event, the amended or replacement Commission Schedule will govern as to all policies or endorsements written or renewed after the date of such notice. The Producer will not seek or accept compensation or remuneration from any policyholder in connection with the limited representation services rendered under this Agreement. Upon execution of this Agreement, the Producer will complete and deliver to the General Agent Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification."

5. Refund of Unearned Commissions. When a Policy is cancelled or changed or a billing error occurs so that the Policyholder's premium is refunded, credited or reduced (including refunds ordered by any regulatory authority), the Producer will pay to the General Agent the portion of any commission or other compensation previously received that is attributable to the refunded, credited or reduced portion of the premium at the same rate upon which the commissions were paid. The Producer will deliver payment within 45 days after the Producer receives notice of the premium refund, credit or reduction. The General Agent may deduct this unearned amount from any other amounts it or the Company may owe to the Producer.

6. Direct Billing. Both the General Agent and the Company will have the right to bill and collect directly from Policyholders all premiums, renewal premiums, and additional premiums.

7. Limited License. The Producer hereby grants to the General Agent and the Company a

limited, non-exclusive license to include the Producer's name on any policy and any billing statements and other communications directed to the Policyholder when an agent within the Producer is the producing agent of record with respect to that Policy.

8. Termination. Except as provided by law, this Agreement, any appointments under this Agreement and any licenses granted under this Agreement will terminate—

- (A) Automatically and immediately if the Producer's authority to transact insurance as contemplated by this Agreement is revoked, suspended or not renewed;
- (B) By delivery of written notice in the event of fraud, abandonment, material breach of this Agreement, gross or willful misconduct or bad faith by the other party;
- (C) Automatically and immediately upon the sale or transfer of all or a substantial portion of the Producer's business involving the Policies or a change in control of the Producer; or
- (D) Fifteen days after a party, for any reason, delivers written notice of termination to the other party.

Any appointment may be terminated for any reason, without terminating the Agreement, by delivery of written notice of termination.

9. No Limitation on Company or General Agent Authority. Nothing in this Agreement will be construed as limiting or restricting the right of the Company or the General Agent to cancel, decline renewal or change any Policies or contracts of insurance. The Company will have the sole authority to set the terms by which it offers and provides insurance coverage, including the premiums it charges, the terms of payment, the geographic areas where it offers coverage and the standards by which Policyholders are accepted. The General Agent reserves the right, in its sole discretion, to withdraw authority from the Producer and to decline to accept any particular risk or class of risk.

10. Policyholder Information.

10.1. Ownership and Use of Policyholder Information and Expirations. The General Agent acknowledges that the Producer owns the Policyholder information, including the expirations, associated with the Policies, subject to rights of the General Agent and its Affiliates to use and retain Policyholder information for billing, providing insurance services to the policyholders and other internal business purposes. During and after the termination of this Agreement, the General Agent will not use or participate in any effort to use Policyholder information in any method for the sale, service or renewal of any insurance that limits the Producer's rights to use such information, unless the Policyholder has selected another agent of record. The foregoing provision will not prevent the General Agent or the Company from engaging in general promotional activities directed toward Policyholders. Moreover, notwithstanding the foregoing, upon the second renewal of a Policy and 180 days after a non-renewal, the Producer and the General Agent will have non-exclusive, mutual ownership of that Policyholder's information.

10.2. Purchase Right. The Producer hereby grants to the General Agent a right to purchase all of the Producer's interests in any or all of the Policies, which include the expirations, rights of renewal and rights to use of the Policyholder information. The purchase price will be an amount equal to 1.5 times the sum of the commissions paid by the General Agent (or its Affiliate) to the Producer during the previous calendar year in connection with the Policies to be purchased. The General Agent may exercise this right anytime one year after the effective date of this Agreement by delivery of written notice to the Producer. The closing on the purchase will take place within 20 days after delivery of the written notice. At the closing the General Agent will deliver to the Producer a check in the amount of the purchase price and the Producer will deliver to the General agent an assignment in a form satisfactory to the General Agent and all Policyholder information and other books and records with respect to the Policies sufficient for the General Agent to perform professional agent services to the Policyholders. Any time after the closing, upon request by the Purchaser and without additional compensation or remuneration, the Producer will promptly deliver such other documents and records relating to the Policies as the General Agent may determine to be necessary or appropriate to provide professional insurance agent services to the holders of the Policies and will execute and deliver any documents or instruments that the General Agent may reasonably require in order to effectively convey and transfer to and put the General Agent in possession of the interests sold, assigned or transferred. Notwithstanding the exercise of this purchase right, the Producer will be free to solicit the Policyholders on behalf of any other insurance company.

10.3. Producer Cooperation in Litigation. If the Company or the General Agent becomes involved in the defense or prosecution of any actual or threatened action, proceeding or appeal (including regulatory proceedings), the Producer will cooperate reasonably with the Company and the General Agent and upon request provide copies of any designated records applicable to the Policies; provided, however, the General Agent pays a reasonable per page copy fee to the Producer and does not use the information contained in such documents for any marketing purpose.

11. Compliance with Ethical Business Practices and Laws. The Producer and the General Agent will manifest the highest level of honesty and fair dealing with respect to each other, the Company and all others and adhere to the highest standards of fair and ethical business practices. The Producer will maintain a commercial office accessible to the public. The Producer and the General Agent will abide by all applicable federal, state and local laws, rules and regulations, existing now or in the future, including the Florida Insurance Code, the Gramm-Leach-Bliley Act, The Telemarketing and Consumer Fraud and Abuse Prevention Act and anti-spamming laws. In the course of performing services under this Agreement, the Producer will not send or permit the sending of blind or unsolicited fax or e-mail messages. The Producer will not hack or otherwise breach the systems of the Company or any of its Affiliates.

12. Privacy. The General Agent will use reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of policyholders' non-public personal information. Likewise, in the course of providing services under this Agreement, the Producer will use reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of policyholders' non-public personal information.

13. Indemnification.

13.1. Indemnification by General Agent. The General Agent will indemnify and hold harmless the Producer and the Producer's directors, officers and employees from any and all losses, expenses, damages, liabilities, injuries or claims—including any judgment, award, settlement, regulatory fine or penalty, attorneys' fees, court costs and costs of experts and of paralegal, accounting, financial and other legal, regulatory and investigative support personnel—incurred in connection with the defense or prosecution of any actual or threatened third party action, proceeding or appeal (including regulatory proceedings) directly resulting from or directly arising out of any wrongful acts or omissions or alleged wrongful acts or omissions by the General Agent or any of its corporate Affiliates, including billing errors.

13.2. Indemnification by Producer. The Producer will indemnify and hold harmless the General Agent, its Affiliates and their directors, officers and employees from any and all losses, expenses, damages, liabilities, injuries or claims,—including any judgment, award, settlement, regulatory fine or penalty, attorneys' fees, court costs and costs of experts and of paralegal, accounting, financial and other legal, regulatory and investigative support personnel—incurred in connection with the defense or prosecution of any actual or threatened third party action, proceeding or appeal (including regulatory proceedings) (i) by or on behalf of any of the Producer's agents, Affiliates, sales contractors, representatives or employees or (ii) directly or indirectly resulting from or arising out of any wrongful acts or omissions or alleged wrongful acts or omissions by the Producer or any of the Producer's family members, Affiliates, independent sales contractors, representatives, agents or employees.

13.3. Notice of Action. No indemnification will be provided under this Agreement if the individual, association or entity seeking indemnification does not deliver reasonably prompt written notice to the indemnifying party of the action, proceeding or appeal for which indemnification may be sought.

13.4. Participation in Action. The indemnifying party will be entitled to participate at that party's own expense in the defense of any action, proceeding or appeal for which indemnification may be sought. Moreover, the indemnifying party may elect to assume the defense of the action, proceeding or appeal provided that the legal counsel is satisfactory to the indemnified individual, association or entity. If the indemnifying party gives notice of an election to assume the defense of an action, proceeding or appeal and names legal counsel satisfactory to the indemnified individual, association or entity, then the indemnifying party will have no liability to the indemnified individual, association or entity for legal expenses subsequently incurred by the indemnified individual, association or entity in connection with the defense of that action, proceeding or appeal.

13.5. Contributory Acts. Neither the parties to this Agreement nor any other individuals, associations or entities will be entitled to indemnification under this Agreement if their own wrongful acts or omissions caused or substantially contributed to the injury, damage or liability for which indemnification is sought.



14. Confidentiality. The parties will keep confidential the confidential information of the other party. For this purpose “confidential information” means business information (including policyholder information) received from the other party that is designated in writing (at the time of delivery or within a reasonable time thereafter) or conspicuously marked as “confidential,” or “proprietary.” Confidential information does not include (i) information previously known by the receiving party, (ii) information available from public sources, or (iii) information available from third parties on a non-confidential basis. Unless otherwise agreed in writing, the receiving party will use confidential information solely for the business of insurance or as permitted by law and will disclose confidential information only to employees of the receiving party and others with a need to know such information. Notwithstanding the foregoing, a receiving party may disclose the confidential information if such disclosure is compelled by applicable law, rule or regulation, a court order or an order of a similar judicial or administrative body or the rules of any stock exchange requested by any authority; provided, however, that the receiving party notifies the other party of such requirement or request immediately and in writing, and cooperates reasonably with the other party in obtaining a protective or similar order with respect thereto, negotiating the terms of disclosure and otherwise responding.

15. Independent Contractor. The Producer’s relationship to the General Agent under this Agreement will be that of an independent contractor. Except as expressly set forth in this Agreement, nothing contained in this Agreement will be construed to constitute or create a partnership, joint venture, employment, franchise or agency relationship of any kind. The Producer will retain and exercise control over the services the Producer renders under this Agreement, subject only to the satisfaction of the General Agent as to the nature and quality of the services rendered. As an independent contractor, the Producer will be free to exercise the Producer’s own judgment as to the individuals whom the Producer solicits for insurance and the time and place of solicitation. Furthermore, the Producer will be free to select all the facilities, employees, and office locations employed by the Producer in furtherance of the Producer’s independent business enterprise. The Producer will be responsible for the Producer’s own costs, expenses, taxes and fees arising out of the Producer’s activities, including salaries and other compensation, attorneys’ fees, postage, advertising, rent, office expenses, Federal, state and local income taxes, social security taxes, unemployment taxes and business license fees. Neither the General Agent nor the Company will be responsible for any obligations incurred by the Producer.

16. Producer’s Agents and Employees. The Producer may at the Producer’s own expense engage agents, representatives, employees, vendors or other assistants in performing services under this Agreement. Except to the extent that the General Agent may monitor the nature and the quality of the services to be rendered by the Producer under this Agreement, the General Agent will not direct, control or supervise these individuals, associations or entities and their actions are solely the responsibility of the Producer. The Producer will be strictly liable for their performance. Furthermore, no employee, agent, representative, vendor or Affiliate of the Producer has nor will have any direct, indirect or beneficial rights in connection with this Agreement. The Producer’s agents will be limited in their authority to the same extent as the Producer. Compensation payable to the Producer’s employees, agents, representatives and Affiliates is solely the obligation of the Producer. The Producer will maintain a complete list of all producing agents of record for the Policies, including their residence addresses and the

addresses from which they represent the holders of such Policies, and promptly inform the General Agent of any changes to that list. The Producer will promptly notify the General Agent when an agent previously listed is no longer a producing agent of record with respect to any of the Policies and therefore no longer requires an appointment.

17. Unauthorized Statements. Neither the Producer nor any of the Producer's representatives, agents, employees or Affiliates will make any untrue statements or representations concerning the Company or the General Agent or their services; nor will any of them make any representation regarding the Company, the General Agent or their services which is not authorized by the General Agent in writing. Neither the Producer nor any of the Producer's representatives, agents, employees or Affiliates will make any statement indicating a relationship to the Company or the General Agent other than as set forth in this Agreement.

18. Publicity. The Producer will not advertise or make any public statement or announcement relating to the Company, the General Agent or this Agreement without the General Agent's prior written permission. Neither the Producer nor any of the Producer's representatives, agents, employees or Affiliates will make any statements or engage in any conduct—legal or illegal, public or private—which would tend to discredit, dishonor, embarrass, reflect adversely upon or in any manner injure the reputation of the Company, the General Agent or their services, or subject them to potential liability (other than for commissions under this Agreement).

19. Errors and Omissions Coverage. As an essential condition of this Agreement, the Producer will at all times during the term of this Agreement maintain, at the Producer's own cost and expense, errors and omissions insurance coverage for the Producer and the Producer's principals, agents and employees by an insurer rated B or better by A.M. Best with limits no less than \$500,000 per occurrence and \$1,000,000 aggregate, or \$1,000,000 combined single limit. Upon request by the General Agent, the Producer will deliver evidence of compliance with this Section 19 reasonably satisfactory to the General Agent.

20. Supplies. All supplies, including brochures, forms and policies furnished by the General Agent to the Producer will remain the property of the General Agent and the Producer will return any supplies to the General Agent upon request.

21. Intellectual Property. The Producer will not use any trademark, servicemark, tradename, brand name, logo, insignia, symbol, copyright or similar intellectual property of the Company (collectively the "Marks") in any manner whatsoever (including on a Web site, stationery or business card) without the Company's prior written approval. The Producer will not use or attempt to register any trademark, servicemark, tradename, brand name, logo, insignia, symbol or indicia similar to any of the Marks. The General Agent hereby grants to the Producer a royalty-free, worldwide, non-exclusive, non-transferable, non-sublicensable license to use the Marks solely as approved or authorized by the General Agent and solely for the purposes of this Agreement. The General Agent may confirm the accuracy and appropriateness of the Producer's use of the Marks anytime and may demand changes to such use anytime. The Producer will promptly comply with all such demands and cause the Producer's agents, representatives, employees, independent sales contractors, Affiliates and other assistants promptly to comply with such demands. This license will terminate upon the expiration or

termination of either this Agreement or the Producer's appointment under this Agreement. Notwithstanding anything to the contrary contained in this Agreement or in any approval or authorization (existing now or in the future), the Marks are and will remain solely and exclusively the property of the Company, in its sole discretion. Except for the limited license granted by this section, nothing in this Agreement confers or will confer upon the Producer any right, title or interest in the Marks. The Producer will not by virtue of this Agreement or any activities under this Agreement acquire any right, title, interest or license in the Marks or any goodwill or other intellectual property of the Company.

22. Assignment. This Agreement is not assignable by the Producer. The General Agent, however, will not unreasonably withhold appointment of anyone buying or acquiring all or a significant portion of the Producer's business. If the Producer intends to sell or transfer any significant portion of the Producer's business involving the Policies or if change of control of the Producer is expected, the Producer will deliver written notice to the General Agent, including the identity of the proposed transferee and the transferee's principals, at least 30 days before the proposed transaction. The General Agent may assign this Agreement to any of its Affiliates and to anyone buying or acquiring all or a substantial portion of the Company's business; provided, however, that as a condition to such sale or assignment, the General Agent will adequately and fairly provide for the assignee to assume the General Agent's compensation obligations to the Producer associated with any Policies transferred.

23. Cumulative and Severable Nature of Rights. The parties acknowledge and agree that the various rights and remedies associated with this Agreement are cumulative, severable and nonexclusive of one another and of any other provision of this Agreement. Except as expressly set forth herein, nothing in this Agreement will limit any right or remedy the parties may have under this Agreement or pursuant to law for any breach of this Agreement by the other party.

24. Severability. Every provision of this Agreement is intended to be severable. If any provision or portion of a provision is illegal or invalid, then the remainder of this Agreement will not be affected. Moreover, any provision of this Agreement which is determined to be illegal, invalid, unreasonable, arbitrary or against public policy will be modified through good faith negotiations or by a court so that it is not illegal, invalid, unreasonable, arbitrary or against public policy.

25. Notices and Deliveries. Any notices or deliveries permitted or required by this Agreement will be deemed given or made (i) upon delivery by messenger, if a receipt is obtained for delivery, (ii) upon delivery by Federal Express, United Parcel Service, DHL, U.S. Postal Service or similar nationally recognized overnight delivery service, if such service obtains a confirmation of delivery, or (iii) upon delivery, if mailed via certified or registered U.S. mail, return receipt requested; provided the notice is delivered, deposited for delivery, mailed or sent to the party's address as first set forth above. Either party may change the address to which notices are to be delivered by giving notice of the change of address in the manner set forth above; except, however, that notwithstanding the foregoing provision, notice of a change of address will be deemed made upon actual receipt of the notice by the other party. Notices deemed given or delivered as set forth above on a Saturday, Sunday, or legal holiday will be instead be deemed given or delivered on the next succeeding day which is not a Saturday,

Sunday or legal holiday.

26. Waiver. No failure or delay on the part of any party to this Agreement in the exercise of any right, power or remedy the party may have will operate as a waiver, nor will any single or partial exercise of any right, power or remedy by either party preclude any other or further exercise of that right, power or remedy or the exercise of any other right, power or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement will constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or conditions of this Agreement.

27. Entire Contract. With respect to its subject matter, this Agreement, together with any attachments, addenda (including subsequent addenda), schedules or exhibits, contains all the understandings and agreements of the parties and supersedes all previous and all contemporaneous agreements, understandings, discussions and negotiations between the parties, whether written or oral. The parties agree that no previous drafts of this Agreement, or similar versions of this Agreement utilized by the General Agent or the Company in dealings with others, will be admissible as evidence (whether in any arbitration or court of law) in any proceeding that involves the interpretation of any provisions of this Agreement.

28. Amendments. Except as otherwise provided in this Agreement, this Agreement will be modified or amended only by a written instrument signed by both the Producer and the General Agent.

29. Legal Matters. This Agreement will be governed and interpreted under the laws of the State of Florida, without reference to its principles of conflicts of law. Venue for the purposes of any litigation will lie solely in the Circuit Court in and for Hillsborough County, Florida or the United States District Court in and for the Middle District of Florida. The parties hereby consent to the jurisdiction of the state courts located in Hillsborough County Florida. The parties hereby irrevocably waive all rights to demand a jury trial. The costs of litigation, whether incurred before, during or after the trial or appellate level (including attorneys' fees, court costs and the costs of experts and of paralegal, accounting, financial and other legal and investigative support personnel) will be borne by the ultimate non-prevailing party. A party awarded less than 70% of the party's claim will be deemed a non-prevailing party.

30. Loss and Damage Limitations. Notwithstanding any other provision of this Agreement no party will be liable under this Agreement to another party for any indirect, special, incidental, consequential or punitive loss or damage of any kind, including lost profits (even if the party has been advised of the possibility of the loss or damage). This limitation will not apply to violations of Sections 14 or 18 or when indemnification is sought for indirect, special, incidental, consequential or punitive loss or damages awarded to an individual or entity that is not a party to this Agreement.

31. Equitable Relief. In the event money damages are an inadequate remedy for violations or threatened violations of this Agreement, such as for example violations of Section 14 or 18, an injunction restraining a party from a violation or further violation may be entered against a party.

32. Third Party Beneficiary. The Company will be deemed a third party beneficiary of this Agreement and will be entitled to enforce the terms hereof.

33. Construction. This Agreement was negotiated at arms'-length and will not be construed more strongly against either party regardless of which party was responsible for its preparation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural will include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender will include the other genders. The words "Agreement," "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole, including exhibits, and not to any particular provision of this Agreement. Whenever the word "include," "includes" or "including" is used in this Agreement, it will be deemed to be followed by the words "without limitation." The various headings contained in this Agreement are inserted solely for convenience of reference and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

34. Affiliate. For the purposes of this Agreement, the term "Affiliate" means with respect to either party to this Agreement (i) any individual, association or entity directly or indirectly controlling the party; (ii) any association or entity controlled by or under common control with the party; (iii) any individual, association or entity owning or controlling ten percent (10%) or more of the outstanding voting securities of the party; (iv) any officer, director, partner or employee of an individual, association or entity described in (i), (ii) or (iii) above; and (v) any entity for which an individual, association or entity described in (i), (ii) or (iii) above is an officer, director, partner, or employee.

35. Continuing Obligations. The obligations of Sections 12, 13, 14, 18 and this Section 35 will survive and continue notwithstanding the termination, rescission or expiration of this Agreement or any provision of this Agreement.

36. Binding Effect. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

37. Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

38. Incorporation of Exhibits. All exhibits, schedules and attachments referred to in this Agreement are incorporated as integral parts of this agreement.

39. Saturday, Sunday or Legal Holiday. When the last day of a period during which an act may be performed under this Agreement falls on a Saturday, Sunday, or legal holiday that period will be deemed to end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

40. Date of Agreement. This Agreement will be effective as of the latest date set forth on the following signature page. If this Agreement is not dated when received by the General Agent, then the General Agent is authorized to date the Producer's execution as of the date the Agreement is received.

SIGNATURE PAGE

This Agreement is effective as of the latest date set forth below.

The Producer (i.e. the agent or agency)

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Homeowners Choice Managers, Inc.

Date: NOV 15, 2011

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

Paresh Patel  
As President

LIMITED PRODUCER AGREEMENT  
Commission Schedule  
(HomeWise)  
Effective November 1, 2011

With respect to new and renewal Policies, the General Agent will pay to the Producer a percentage of the premiums collected based upon the classification of the Policy, the source of the Policy and the location of the insured property as set forth below.

Commissions

	<u>Commission</u>
HomeWise and First Home homeowners multi-peril and dwelling fire policies and such policies renewed as Homeowners Choice policies in all counties except Miami-Dade, Broward, Collier, Hillsborough, Indian River, Lee, Martin, Miami-Dade, Monroe, Palm Beach, Pinellas and St. Lucie Counties	10.0%
HomeWise and First Home homeowners multi-peril and dwelling fire policies and such policies renewed as Homeowners Choice policies in Miami-Dade, Broward, Collier, Hillsborough, Indian River, Lee, Martin, Miami-Dade, Monroe, Palm Beach, Pinellas and St. Lucie Counties	8.0%
New Homeowners Choice homeowners multi-peril and dwelling fire policies and their renewals	8.5%
New Homeowners Choice homeowners multi-peril policies, excluding wind, and their renewals	10.0%

Commissions will be due within 30 days after the end of the calendar month in which the applicable premiums are collected. "Premiums collected" means gross premiums collected in connection with the Policy, less policy cancellation and return premiums and any other refunds, discounts, credits, rebates and similar items. The term "premiums" does not include any fees, interest, assessments, taxes or surcharges collected or received by the General Agent or the Company in connection with a Policy, as determined by the General Agent in its sole and absolute discretion.

Deductions

The General Agent may deduct from commissions payable (i) the amount of commissions previously paid that become unearned as a result of overpayments, premium refunds and other refunds, (ii) amounts owed by the Producer to the General Agent or any of its Affiliates, (iii) the cost of appointment fees and related taxes and (iv) override commissions payable to third parties.

## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 2.

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

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

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

#### Purpose of Form

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### **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**

#### **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/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

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

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

<sup>2</sup> However, the following payments made to a corporation 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, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 Social Security Administration 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, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) 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 Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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 Regulation 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 1.

\*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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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 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. 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.