

NEW REALTOR INFORMATION

Please fill out the following:

Name:

Address:

Phone Numbers:

Home

Cell

Other

Email:

Best to reach you at? (Circle One)

Home Cell Email Other

Please attach a copy of your license.

Thank you.



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 1940 North Monroe Street
 Tallahassee, FL 32399-0783
 Customer Contact Center: 850.487.1395
 FAX: 850.488.8040
www.MyFloridaLicense.com

CHECK ACTION(S) REQUESTED
Transaction Type: <input type="checkbox"/> Become Active – no charge <input type="checkbox"/> Become Inactive – no charge <input type="checkbox"/> Add/Delete Trade Name – no charge <input type="checkbox"/> Become Sole Proprietor – no charge (Forms 2050 & 0080 required) <input type="checkbox"/> Change Broker/Owner Employer – no charge <input type="checkbox"/> Terminate Employee – no charge <input type="checkbox"/> Add/Delete PA or LLC - \$30.00 fee required – see F.S. 475.161 <input type="checkbox"/> Request for Multiple License - \$95.00 <input type="checkbox"/> Renew license <input type="checkbox"/> Qualifying Broker (CQ package required) <input type="checkbox"/> Owner/Developer (Forms 2050 & 0080 required)

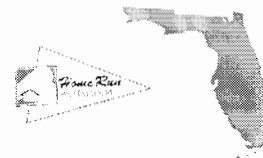
ASSOCIATE INFORMATION	
License Number	Licensee Name
Contact Information (telephone number or E-Mail address)	

BROKER OR ORGANIZATION INFORMATION	
Broker License Number <i>BK 663331</i>	Organization License Number <i>BC 2017551</i>
Broker/Owner Name <i>Deborah L. Smith</i>	
Organization Name <i>Home Run Real Estate, Inc</i>	
Trade Name (if applicable)	Contact Info. (telephone number or E-Mail address) <i>561-433-3836</i>
Are you now or with the issuance of this license, an officer, director, member, or partner of any corporation, partnership, or L.L.C. which acts as a broker? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
If yes, please list name of entity <i>Candotel Investment Realty</i>	

ATTEST STATEMENT	
REQUIRES SIGNATURE OF BROKER AND ASSOCIATE* (EXCEPT FOR ADD/DELETE PA OR LLC - WHICH MAY BE SIGNED BY THE LICENSEE)	
I affirm that I have provided the above information completely and truthfully to the best of my knowledge.	
Broker/Owner Sign Here: <i>Deborah L. Smith</i>	Date: _____
<small>*Bk signature not req. for Assoc. inactive status or add/delete PA -LLC</small>	
Print Broker/Owner Name: <i>Deborah L. Smith</i>	
Associate Sign Here: _____	Date: _____
<small>*All Associate requested changes require signature</small>	

Independent Contractor Agreement Between Broker and Associate

FLORIDA ASSOCIATION OF REALTORS®



DEBORAH L. SMITH

("Broker")

is licensed as a real estate broker in the State of Florida and performs acts designated within Chapter 475, *Florida Statutes*, enjoys goodwill and a reputation for dealing with the public, and maintains an office for the purpose of serving the public as a real estate broker.

("Associate")

is licensed as a sales associate (license number SL/BL _____) broker associate (license number BK _____) in the State of Florida and is properly qualified to deal with the public as such.

Effective the ____ day of _____, ____ ("effective date"), **Broker** and **Associate** agree to associate pursuant to the following terms and conditions.

1. Employment Status. **Broker** retains **Associate** as an independent contractor to assist **Broker** in the performance of real estate-related activities. With respect to the clients and customers for whom service is performed within the scope of this Agreement, **Associate** will be construed to be an agent of **Broker**; otherwise, **Associate** will not be deemed a servant, employee, joint venturer or partner of **Broker** for any purpose. **Associate** will not be treated as an employee for Federal tax purposes with respect to the services performed for **Broker** under this Agreement. **Associate** is responsible for paying his/her own estimated income tax payments, self-employment taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities. **Broker** will not withhold any taxes from compensation due to **Associate**, nor will **Broker** provide worker's compensation insurance for **Associate**.

2. Associate Responsibilities. **Associate** will use his/ her best efforts to procure real estate-related business for **Broker** and will conduct his/her business in a reputable manner and in conformance with all laws, rules, regulations and codes of ethics that are binding upon or applicable to real estate licensees, and with **Broker's** office policy manual, if any.

A. Compliance. **Associate** recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. **Associate** will not commit any act that violates Florida real estate license law.

(1) Fair Housing. **Broker** and **Broker's** company support and practice Fair Housing principles. **Associate** has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this Agreement. **Associate** warrants and represents that it is **Associate's** intent to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. **Associate** understands this acknowledgment, warranty and representation and agrees to it voluntarily.

(2) Office Policy Manual. **Broker** maintains does not maintain an office policy manual. **Associate** has received a copy, and agrees to comply with the manual and such modifications, addenda and changes as may be incorporated therein from time to time.

B. License Renewal; Continuing Education; Dues. **Associate** will be responsible for timely renewing **Associate's** real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. **Associate** will be responsible for paying all license fees, membership dues and fines.

C. Broker Supervision. **Associate** will be deemed to be working under **Broker's** supervision only to the extent required by Chapter 475, *Florida Statutes*. **Associate** will perform all activities, including those activities **Broker** requires **Associate** to perform, independently without **Broker's** supervision or control.

D. Broker Property. **Associate** acknowledges that all pending sales and listings taken during the term of this Agreement are **Broker's** property. All programs, forms, data, keys, manuals, signs and other paraphernalia relative to the business of **Broker** are **Broker's** property, as are all documents and other items pertaining to transactions.

E. Property of Others. In accordance with Florida law, **Associate** will deliver to **Broker** by the end of the next business day following receipt any funds or other items that a consumer has entrusted to **Associate** in connection with a real estate transaction.

F. Responsibility. **Broker** will not be liable to **Associate** for any expenses incurred by **Associate** nor for any of **Associate's** acts. **Associate** will have no authority to bind **Broker** by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Suits, whether for fees or otherwise, against clients, customers and others in the real estate business will be maintained only in **Broker's** name. **Associate** is responsible for providing all tools necessary to perform the duties outlined. **Associate** will also be responsible for providing **Associate's** own automobile and is responsible for transportation expenses including insurance in the minimum coverage amount of

\$_____ for personal injury protection liability and insurance in the minimum coverage amount of \$_____ for bodily injury liability and insurance in the minimum coverage amount of \$_____ for property damage liability and other expenses incidental to performing **Associate's** duties without receiving any reimbursement from **Broker**. **Broker** will be named as an additional insured in all such policies.

G. Indemnification. **Associate** will indemnify and hold **Broker**, its officers, directors and employees harmless from all claims, demands, suits, costs and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on **Associate's** representations; acts; omissions; negligence; willful misconduct; or violation of laws, rules, regulations, codes of ethics, this Agreement or office policy manual.

3. Broker Responsibilities.

A. Access to Listings. **Broker** will provide **Associate** with access to all current listings of **Broker** and listings made available to **Broker** through offers of cooperation, except those listings that **Broker**, in his/her/its discretion places exclusively in the possession of another sales associate.

B. Access to Facilities. **Associate** may utilize **Broker's** then existing office facilities for the performance of **Associate's** duties as described above.

C. Compensation. **Broker** will negotiate all terms and conditions of fees charged clients including but not limited to, the amount and payment date. **Broker** will compensate **Associate** in proportion to **Associate's** output with regard to real estate-related activities and not to hours worked by **Associate**. Such compensation will be solely through commissions as described below or in **Broker's** office policy manual, if any. In the event of conflict between **Broker's** office policy manual and this Agreement, the terms of the office policy manual will prevail. **Broker** may deduct from **Associate's** compensation any amounts due from **Associate** to **Broker**.

(1) Amount; Payment. When **Associate** performs any **Brokerage** service for **Broker** and **Broker** earns and collects a fee for such service, **Broker** will pay **Associate** within 1 days after the funds are collected and have cleared:

90 % of the fee as commission for RENTALS
80 % of the fee as commission for REFERRAL TO AN OUTSIDE COMPANY
80 % of the fee as commission for REFERRALS FROM DEBBIE SMITH (NOT HRRE)

(2) Dividing Compensation With Other Licensees. If two or more associates participate in rendering a brokerage service to the public, or claim to have done so, **Broker** will determine, in **Broker's** sole and absolute discretion, the amount of the fee due **Associate**.

(3) Incentives. If a seller or listing office offers a premium, bonus or other incentive, if such premium, incentive or bonus is in the form of money, then

80% TO AGENT 20% TO HOME RUN REAL ESTATE

If such incentive is other than money (i.e., a cruise, trip, or other matter having economic value but not delivered in money), then such premium, bonus or incentive will go to **Broker** **Associate**. If a nonmonetary incentive goes to **Associate**, **Broker** will report the fair market value of the incentive as income to **Associate**, as **Broker** must collect and deliver the incentive to **Associate** to preserve the respective legal positions of the parties.

(4) Benefits. **Associate** will be provided no minimum salary, vacation pay, sick leave or any other fringe benefit.

(5) Collection of Fees. **Broker** will not be required to prosecute or sue any party in order to collect any fee for services performed by **Associate**. However, if **Broker** incurs attorneys fees and costs in the collection of or attempt to collect a fee, such amounts will be deducted from **Associate's** commission in the same proportion as provided for herein in the division of the fee.

(6) Compensation After Termination of Agreement. After termination of this Agreement, **Broker** will pay **Associate** any amount earned prior to termination less amounts owed to **Broker** and amounts **Broker** must pay another licensee to complete pending transactions for which **Associate** was responsible prior to termination.

4. Errors and Omissions Insurance. **Broker** maintains Errors & Omission insurance which coverage includes **Associate**. **Associate** will pay a portion of Errors & Omission coverage, as follows:

5. Term; Termination. This Agreement will be in effect for 1 year(s) from the effective date. Either party may terminate this Agreement by 3 days' advance written notice to the other party. **Broker** may terminate this Agreement without notice for wrongful conduct by **Associate**. Failure by either party to maintain active licensure status pursuant to Chapter 475, *Florida Statutes*, will be deemed automatic termination. **Associate** will not, after termination of this Agreement, use to his/her own advantage, or to the advantage of any other person or entity, any information gained from the business of the **Broker** relating to property for sale, lease or rental, or **Broker's** customers or clients. Upon termination of this Agreement, **Associate** will return all **Broker's** property to **Broker** with no copies made or retained by **Associate**.

6. Confidentiality. Associate acknowledges that **Broker** may disclose confidential information to **Associate** during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to **Broker**, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer data, computer programs and supporting documentation, and **Broker's** office policy manual, if any, are considered confidential property of **Broker**. **Associate** will take reasonable steps and use due care during the term of this Agreement and for 120 months after its termination to prevent the duplication or disclosure of confidential information, other than by or to **Broker's** employees or agents who must have access to the information to perform their duties for **Broker**.

7. Dispute Resolution: This Agreement will be construed under Florida law. All disputes between **Associate** and another associate in **Broker's** firm will be resolved by **Broker**. All disputes between **Broker** and **Associate** will be mediated under the rules of the **American Arbitration Association** or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between **Broker** and **Associate**, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the following box is checked: **Arbitration:** Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

8. Additional Terms.

COMMISSION: OUT OF EACH COMMISSION EARNED/PAID \$350.00 OF THAT COMMISSION WILL BE PAID TO HOME RUN REAL ESTATE, INC. THE REMAINING COMMISSION BALANCE WILL BE PAID TO THE REAL ESTATE ASSOCIATE. OTHER TERMS APPLY AND ARE PART OF THE OFFICE POLICY MANUAL.

THE \$150.00 TRANSACTION FEE IS CHARGED TO THE BUYER AND/OR SELLER AT CLOSING ON EACH DEAL. (An agent may pay this on behalf of their client).

IF A LISTING CONTRACT IS CANCELLED AND IF THERE IS A CANCELLATION FEE THE SPLIT WILL BE 90% TO THE AGENT AND 10% TO HOME RUN REAL ESTATE, INC.

HOME RUN REAL ESTATE, INC.

Brokerage Name

BY: *Deborah L. Smith*
Broker DEBORAH L. SMITH

Associate

This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.





2918 West Kennedy Boulevard • Tampa, Florida 33609-3195
 Phone (813) 879-7010 • Fax (813) 879-8977
[http:// www.GTAR.org](http://www.GTAR.org)

INSTRUCTIONS FOR MEMBERSHIP APPLICATION

Please complete the application answering all questions. All applicants will be notified of acceptance and when scheduled to attend Orientation. **Membership is contingent upon completion of orientation.** If you do not attend Orientation within sixty (60) days from the date of application you, and your broker, will be advised by letter that you have an additional thirty (30) days in which to attend the orientation. Otherwise, after the thirty (30) day period your application and initiation fee will be returned less a **\$35.00 processing fee.** If your application is returned, you must submit a new application for membership with the appropriate application fee. The dues and fees are prorated on a monthly basis, including the month for which membership was originally applied. The dues cover membership in the Greater Tampa Association of REALTORS®, the Florida Association of REALTORS®, and the National Association of REALTORS®. **All initiation fees and dues must be paid before being admitted to the Orientation.** Only a personal check, cashier's check, money order, Visa, MasterCard, Discover or American Express may be accepted for dues and/or application fees. **If you are affiliated with an MLS Participant, the MLS Participation fee will begin with the month in which you place your license with the MLS Participant.**

Keys are leased by appointment. Lock boxes can be purchased in the REALTOR® Service Center from 8:30 a.m. to 5:00 p.m. Monday through Friday.

If you are an officer of a corporation, identify that office, identify the status of the other officers as either active brokers or non-active brokers, and their corporation office held. All officers who have an active real estate license must be brokers and must become members of this Association.

If you are a member of another Board/Association joining the Greater Tampa Association of REALTORS® as a secondary REALTOR® member or transferring from another association, identify your principal Board/Association and submit a letter from either the President or Executive Officer of that Board/Association stating that you are a member in good standing of that Board/Association. The **membership initiation fee is \$180** and must be accompanied by a photocopy of your real estate license and DBPR form 2050. The **firm set-up fee is \$395** for each office and also must be accompanied by a copy of your business license(s). Applications must be received in the Association office ten (10) working days prior to the next scheduled Orientation. 2007 Orientations will be held on the following dates: January 12, February 9, March 9, April 13, May 11, June 8, July 13, August 10, September 14, October 12, November 9 and December 14.

The Initiation fee and Dues for 2007 are as follows:

Dues Type	Init Fee	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Local	\$150	\$115	\$105.42	\$95.83	\$86.25	\$76.67	\$67.08	\$57.50	\$47.92	\$38.33	\$28.75	\$19.17	\$9.58
FAR*	30	110	101.67	93.33	85.00	76.67	68.33	60.00	51.67	43.33	35.00	26.67	18.33
NAR**		94	88.67	83.33	78.00	72.67	67.33	62.00	56.67	51.33	46.00	40.67	35.33
TOTAL	\$180	\$319	\$295.75	\$272.50	\$249.25	\$226.00	\$202.75	\$179.50	\$156.25	\$133.00	\$109.75	\$86.50	\$63.25

* Includes a mandatory \$10 FAR Advocacy Fee

** Includes a mandatory \$30 public awareness assessment



APPLICATION FOR REALTOR® MEMBERSHIP

To the Greater Tampa Association of REALTORS®, I hereby apply for REALTOR® Membership in the above named Association and am enclosing my check/credit card payment in the amount of \$ 180 for a one time application fee and the amount indicated on the cover sheet for annual dues* for my 2007 Dues payable to GTAR. My application fee and 2007 dues will be returned to me in the event of non-election. In the event of my election, I agree to abide by the Code of Ethics of the National Association of REALTORS®, which includes the duty to arbitrate, and the Constitution, Bylaws and Rules and Regulations of the above named Association, the State Association and the National Association, and if required, I further agree to satisfactorily complete a reasonable and non-discriminatory written examination on such Code, Constitutions, Bylaws and Rules and Regulations. I understand membership brings certain privileges and obligations that require compliance. Membership is final only upon approval by the Association of Directors and may be revoked should completion of requirements, such as orientation, not be completed within timeframe established in the association's bylaws. I understand that I will be required to complete periodic Code of Ethics training as specified in the association's bylaws as a continued condition of membership.

NOTE: Applicant acknowledges that if accepted as a member and he/she subsequently resigns from the Association or otherwise causes membership to terminate with an ethics complaint pending, the Association of Directors may condition renewal of membership upon applicant's certification that he/she will submit to the pending ethics proceeding and will abide by the decision of the hearing panel. If applicant resigns or otherwise causes membership to terminate, the duty to submit to arbitration continues in effect even after membership lapses or is terminated, provided the dispute arose while applicant was a REALTOR®.

* Amount shown is prorated according to month joining. I hereby submit the following information for your consideration:

Name: _____

Real Estate License #: _____

Licensed/certified appraiser: [] Yes [] No

Appraisal License #: _____

Office Name: _____

Office Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Residence Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Cell Phone: _____ Preferred Mailing: [] Home [] Office Preferred Phone: [] Home [] Office

Are you presently a member of any other Association of REALTORS®? [] Yes [] No

If yes, name of Association and type of membership held: _____

Have you previously held membership in any other Association of REALTORS®? [] Yes [] No

If yes, name of Association and type of membership held: _____

Have you been found in violation of the Code of Ethics or other membership duties in any Association of REALTORS® in the past three (3) years or are there any such complaints pending? [] Yes [] No (If yes, provide details as an attachment.)

If you are now or have ever been a REALTOR®, indicate your NAR membership (NRDS) #: _____ and last date (year) of completion of NAR's Code of Ethics training requirement: _____.

Are you a principal, partner, corporate officer or branch office manager? [] Yes [] No If yes, you must also complete 2nd page of this application.

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues as from time to time established. NOTE: Payments to the Greater Tampa Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

By signing below I consent that the REALTOR® Associations (local, state, national) and their subsidiaries, if any (e.g., MLS, Foundation) may contact me at the specified address, telephone numbers, fax numbers, email address or other means of communication available. This consent applies to changes in contact information that may be provided by me to the Association(s) in the future. This consent recognizes that certain state and federal laws may place limits on communications that I am waiving to receive all communications as part of my membership.

Dated: _____

Signature: _____

(Optional Information): Date of Birth: _____
Specialty: [] Residential [] Commercial [] Resort [] International [] Other: _____
How long with current real estate firm? _____ Previous real estate firm (if applicable): _____
Number of years engaged in the real estate business: _____

APPLICATION FOR REALTOR® MEMBERSHIP: PAGE 2 FOR DESIGNATED BROKERS/BRANCH MANAGERS

Company information: Sole Proprietor Partnership Corporation LLC(Limited Liability Company)

Your position: Principal Partner Corporate Officer Branch Office Manager

Firm License #: _____

Names of other Partners/Officers/ of your firm:

Have you ever been refused membership in any other Association of REALTORS®? [] Yes [] No
If yes, state the basis for each such refusal and detail the circumstances related thereto:

Is the Office Address, as stated, your principal place of business? [] Yes [] No
If not, or if you have any branch offices, please indicate and give address:

Do you hold, or have you ever held, a real estate license in any other state? [] Yes [] No
If so, where:

Have you or your firm been found in violation of state real estate licensing regulations within the last three years? If yes, provide details:

Have you or you firm been convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of a felony or other crime. If yes, provide details:

I hereby certify that the foregoing information furnished by me is true and correct, and I agree that failure to provide complete and accurate information as requested, or any misstatement of fact, shall be grounds for revocation of my membership if granted. I further agree that, if accepted for membership in the Association, I shall pay the fees and dues as from time to time established. **NOTE:** Payments to the Greater Tampa Association of REALTORS® are not deductible as charitable contributions. Such payments may, however, be deductible as an ordinary and necessary business expense. No refunds.

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Dated: _____

Signature: _____



PARTICIPANT/USER INFORMATION

Date ____/____/____
dd mm yy

Shareholder Association: _____ Staff Contact: _____

FIRM INFORMATION

New Firm Name Change Address Change Phone/Fax Change Delete Firm Other _____

Firm Name: _____ MLS ID: _____
(PLEASE USE COMPLETE 9-digit #)

Firm Address: _____
Street/P.O./Apt City State Zip

Firm Phone: _____ Fax #: _____

E-Mail: _____ Web: _____

Firm FREC License#: _____ License Type: _____

USER/PARTICIPANT INFORMATION

New User New Participant (Broker) Multi Licensed Activate Delete Transfer Reinstatement
 Phone/Fax/Cell Change Name Change Address Change Email/Web Change Other: _____

Mail Preference: Home Office

Name: _____

Agent Direct/ Phone _____ Cell Phone: _____ Personal Fax: _____

Home Address: _____
Street/P.O./Apt City State Zip

Agent ID/NRDS# _____ FREC License#: _____
(PLEASE USE COMPLETE 9-digit ID #)

E-Mail: _____ Web: _____

Firm: _____ Firm MLS#: _____

Password: _____
(4-8 characters maximum)

ACTIVATION FEES

Participation Fee (if applicable, prorated from [mm/yy] ____/____ to ____/____) Amount \$ _____

\$50 New User Activation Fee

\$125 New Firm Processing Fee (Participant's only)

PAYMENT METHOD: Check/Money Order Check # _____ Cash

Card # _____ Exp. Date ____/____

Name: (Exactly as printed on card): _____

Signature of Cardholder: _____

Total Paid or Charged to Credit Card: \$ _____



MID-FLORIDA REGIONAL MULTIPLE LISTING SERVICE PARTICIPANT/USER-NEW OFFICE ACTIVATION AGREEMENT

This agreement is made on _____, 20____ between the MLS PARTICIPANT/USER shown below and the Mid-Florida Regional Multiple Listing Service (MFRMLS). Based on the type of subscription, the following fees apply:

- | | | | |
|-------------------------------------------------------------------|-------|--------------------------------------------------------------------------|--------|
| <input type="checkbox"/> New Member Setup Fee (User) | \$ 50 | <input type="checkbox"/> Reinstatement (terminated or out over one year) | \$50 |
| <input type="checkbox"/> New Company Processing Fee (Participant) | \$125 | <input type="checkbox"/> Reinstatement (within current paid year) | No fee |
| <input type="checkbox"/> MLS Passport software | \$125 | | |

The access codes and security devices issued to each MLS PARTICIPANT/USER are unique and strictly confidential to that authorized user. The MLS Participant/User agrees that should disclosure or sharing of these codes or devices result in access by an unauthorized third party, he or she may be subject to penalties as follows:

- (a) Up to \$2,500 fine for the first instance of unauthorized third-party access.
- (b) Risk of permanent revocation of on-line access rights for the second instance.

In compliance with MFRMLS Rules and Regulations, this Agreement provides the PARTICIPANT/USER access to the MLS system and Public Records database for use in listing, searching, entering and retrieving data therein in direct connection with their service to their clients and customers in their daily practice of real estate. **Any other use, reuse, or resale of this data is strictly prohibited.**

The PARTICIPANT'S/USER'S right of access is contingent upon completion of the required software training course within the 90-day period following the granting of access. Failure to comply will result in suspension of access until completed.

MLS PARTICIPANT/USER agrees to comply with all MFRMLS Rules and Regulations, including timely payment of all fees, fines and other charges which may be assessed and the completion of any subsequent mandatory user training which may be required during the term of this Agreement.

The term of this Agreement shall commence upon initiation of service. This Agreement is not assignable. PARTICIPANT/USER hereby indemnifies MFRMLS and any Reciprocal Service and agrees to hold harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person arising from an MLS PARTICIPANT/USER.

COMPANY & PARTICIPANT/USER INFORMATION

NEW OR CURRENT

Office/Company Name: _____ Firm ID: _____
(Please Print)

FORMER: (If Transfer)

Office/Company Name: _____ Firm ID: _____
(Please Print)

Participant/User: _____ User ID: _____
(Please Print)

**PAYMENT AUTHORIZATION - See MLS Participant/User Information form
(Per Rules & Regulations, Article 3, Section 8 – No refunds of participation fees will be issued.)**

The Principal Broker ("Participant") is the actual MLS member and ultimately responsible for all fees incurred by company's users.

Participant / User Signature: _____ Date: _____

*****Signature Required*****



Principal Broker/Certified Appraiser Request to Participate

In conformity with the Mid-Florida Regional MLS Rules and Regulations, and any reciprocating MLS's Rules & Regulations, and with which I agree to abide as my firm's Principal Broker (or managing broker designated by the Principal Broker to act in his or her stead) or Certified Appraiser, I hereby request to become a Participant in the Mid-Florida Regional Multiple Listing Service.

I understand that...

- There is a **one-time Firm Application fee of \$125.00**
- As a courtesy, annually in May of each year MFRMLS will bill electronically all MLS users licensed with me for that portion of my MLS fees attributable to them; however **I am ultimately responsible for ensuring timely payment of my total MLS fees.**
- **It is my responsibility to give prompt notification of the affiliation, disaffiliation or inter-company branch transfers of licensees with my company.**
- As the Participant, **I am ultimately responsible for any fines incurred by those licensed with me for the entry of inaccurate data or for violations of any MFRMLS Rules and Regulations** as they are under my direct supervision as Principal Broker.
- The MLS exists as a vehicle for principal brokers (Participants) to exchange offers of cooperation and compensation on listings and that **the Service is to be used by myself and those in my firm only in direct connection with providing real estate-related assistance to our firm's clients and customers.**
- **Neither I, nor any of my licensees, may sell, lease, exchange, transmit or otherwise disseminate MLS data or MFRMLS's customized public record data** on active or sold listings to any third party vendor or the general public.
- **Neither I, nor any of my licensees, may facilitate or otherwise make available access to the MLS database(s) by any non-Participant, non-subscriber, third party vendor, client, customer or member of the general public.**

I hereby indemnify the Mid-Florida Regional Multiple Listing Service and any reciprocal Multiple Listing Service(s) and agree to hold them harmless from and against all claims, losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person arising from a Broker's negligence in entering information into the Service.

Printed Name of Participant (Principal Broker)

Firm

Broker's Signature

Date

Greater Tampa Association of REALTORS,[®] Inc.

**2918 W. Kennedy Blvd.
Tampa, FL 33609
Office: 813-879-7010
Membership Fax: 813-876-4221**

Credit Card Type (check one): ()Master Card ()Visa ()American Express ()Discover

Credit Card # _____

Credit Card Expiration Date _____

Name as it appears on the credit card _____

Credit Card Billing Address _____

Credit Card Billing Zip Code _____

Amount: _____

Invoice # _____ (if applicable)

Signature authorizing credit card transaction _____

Date: _____

Telephone number (if need to be contacted): _____

Note: All of the information must be completed above before your request can be processed.

Thank you!

MLS PARTICIPANT DATA DOWNLOAD LICENSE AGREEMENT

This MLS Participant Data Download License agreement is entered into this ____ day of _____, of the year _____ by and between the Greater Tampa Association of REALTORS® (hereinafter the "LICENSOR") and the REALTOR® (principal) (hereinafter "Participant") who contracts with LICENSOR for the following participating offices, the names and address of which are:

(hereinafter the "Participating Office(s)"). In consideration for the mutual covenants set forth below, the parties hereby agree that:

A. DATA DOWNLOADS FOR INTERNAL OFFICE USE

1. LICENSOR hereby authorizes Participant to download to a server owned or controlled by the Participant some of the data (hereinafter "Downloaded Data") contained in the MLS real estate information database compilation to which LICENSOR has granted Participant on line access. The Downloaded Data shall be accessible only by licensed real estate brokers and licensees and licensed or certified appraisers who are affiliated with Participant through the Participating Offices. The Downloaded Data to which the Participant will have access will be, to the extent possible, the same MLS data that the Participant has submitted to LICENSOR'S MLS.
2. LICENSOR authorizes only those licensed real estate brokers and licensees and licensed or certified appraisers affiliated with Participant and doing business in the Participating Office(s) to access the Downloaded Data from the Participant's server for use solely in the course of assisting customers, clients, or both, in the marketing, acquisition, or valuation of real property of the type described in the MLS database. Notwithstanding the foregoing, any downloading, use or disclosure of Data in the MLS database shall be in accordance with and limited by LICENSOR'S MLS Rules and Regulations.
3. LICENSOR authorizes Participant to update the Downloaded Data through subsequent downloads from the MLS database as often as necessary; provided that LICENSOR may set the times during which such downloads may occur so as to avoid demand overload on the database.

4. Participant agrees that, except for data about properties listed with Participant, Participant will limit access to the Downloaded Data only to those licensed real estate brokers or licensees, or licensed or certified appraisers who are affiliated with Participant and doing business in the Participating Office(s).

B. DATA DOWNLOAD FOR INTERNET WEBSITE DISPLAY

1. LICENSOR shall establish a separate server containing a subset of LICENSOR'S MLS database compilation that LICENSOR has determined to be appropriate for display by LICENSOR'S Participants on the Participant's individual company websites (the "Public Website Data").
2. LICENSOR has adopted provisions in its MLS Rules and Regulations that govern its Participants' use of Public Website Data on individual brokerage company websites, which Rules and Regulations, as may be amended from time to time, are incorporated by reference herein and made a part of this Agreement.
3. LICENSOR authorizes Participant to access the server containing the Public Website Data and download the Public Website Data for display on the Participant's company website provided that Participant complies at all times with LICENSOR'S MLS Rules and Regulations applicable thereto.

C. LIMITATIONS ON USE OF ALL MLS DATA

1. Participant further agrees that it will not use, or permit others to use, any Data derived from LICENSOR'S MLS Database ("MLS Data"), except in the course of marketing, acquiring or valuing real property of type described in the MLS Data. Participant, and any of its employees, licensee, registered or certified appraisers, or independent contractors who have access to the MLS Data by reason of this Agreement shall not resell, re-license, loan, recompile, decompile, swap or exchange the MLS Data or any portion thereof, except to the extent the MLS Data is data relating to properties listed with the Participant. Participant understands and agrees that the MLS Data and MLS Database compilation are copyrighted and will under no circumstances infringe upon that copyright.
2. In the event that any provisions of this Agreement or LICENSOR'S MLS Rules and Regulations are breached or violated by the Participant or persons affiliated with Participant, or if the Participant ceases to be an MLS participant, LICENSOR may terminate this Agreement immediately. Additionally, LICENSOR shall have the right to seek all remedies available at law and in equity, including injunctive relief, for violations or breaches of the terms and conditions of this Agreement, or LICENSOR'S MLS Rules

and Regulations. In the event either party must resort to legal action, the parties hereto agree that the terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any action arising out of or relating to this Agreement shall be filed only in a state or federal court located in Tampa, Hillsborough County, Florida, and each party hereby consents and submits to the personal jurisdiction and venue of such courts for the purposes of litigating any such action. Moreover, should any third party make any claims, or institute any action, against LICENSOR relating to this Agreement, Participant agrees to indemnify and hold harmless LICENSOR from any third party claim, action, demand, loss or damages (including attorney's fees and costs) arising out of or relating to Participant's violation of the terms and conditions of this Agreement, Participant's web site, or Participant's violation of any rights of a third party.

3. Participant shall bear all costs associated with accessing the MLS Data.

D. ADDITIONAL AUTHORIZATION TO DISPLAY AND ADVERTISE LISTINGS

1. I further authorize the LICENSOR to display and advertise my listings in the St. Petersburg Times' Real Estate website, HomeOfMine.com, and the Tampa Tribune Real Estate website.

AGREED:

GREATER TAMPA ASSOCIATION OF REALTORS

By: _____ As its: _____
(Print Participant's Name)

Date: _____
(Participant's Signature)

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, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								
or								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

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

Exempt From Backup Withholding

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

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

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

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

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

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

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

Privacy Act Notice

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

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