

**FUBA WORKERS' COMP**  
**Coverage provided through Florida Citrus, Business & Industries Fund**  
**Agency Application for Approval**

1. Name of Agency: \_\_\_\_\_

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

Mailing City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

(If different)  
 Physical Address: \_\_\_\_\_

Physical City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

2. Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

3. Email address: \_\_\_\_\_ Website: \_\_\_\_\_

4. Is the Agency:    \_\_\_ Incorporated    \_\_\_ A Partnership    \_\_\_ A Sole Proprietorship

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

6. Commercial Principals/Producers/Marketing Managers/CSRs:

Name	Position	Email Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Number of years in business: \_\_\_\_\_

8. Number of P&C licensed agents: \_\_\_\_\_

9. Portfolio of business currently written by agency:

	<u>Premium</u>	<u>Loss Ratio (Last Year)</u>
Commercial Lines:		
Property & Casualty	\$ _____	_____ %
Workers' Compensation	\$ _____	_____ %

10. List workers' compensation companies currently represented:

Company/Association	Premium	L/R

11. Are you currently a member of FAIA or PIA? \_\_\_\_\_ FAIA \_\_\_\_\_ PIA

12. Have you or any of the agents in your agency ever had your insurance license(s) suspended or revoked by the Florida Department of Financial Services or similar regulator? \_\_\_\_\_ yes \_\_\_\_\_ no

If yes, provide details:

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13. Agency Errors & Omissions Insurance:

The minimum requirement for approval as a contracted agency is \$1,000,000 limit of liability.

a) Carrier: \_\_\_\_\_ c) Policy Term: \_\_\_\_\_  
b) Limit of Liability: \_\_\_\_\_ d) Deductible: \_\_\_\_\_

14. FEIN or Social Security Number: \_\_\_\_\_

**15. Applicant's projected production in new business for the first year for FUBA Workers' Comp/Florida Citrus Business & Industries Fund is \$\_\_\_\_\_.**

Applicant acknowledges agency approval is the sole right of FUBA Workers' Comp/FCBI Fund.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Applicant's Title \_\_\_\_\_

Please attach the following:

- A) Proof of Errors & Omissions coverage
- B) Copies of producers' 220 licenses
- C) Check for \$85 membership dues made payable to FUBA
- D) W-9
- E) Brief history of the agency and key personnel

# FLORIDA CITRUS, BUSINESS & INDUSTRIES FUND

## Agency Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Florida Citrus, Business & Industries Fund (hereinafter referred to as "FCBI") and \_\_\_\_\_, (hereinafter referred to as "Agency").

### WITNESSETH

**WHEREAS**, FCBI has a Certificate of Authority to operate and provide workers' compensation coverage as a group self insurance fund in the State of Florida; and

**WHEREAS**, FCBI desires to appoint the Agency to offer workers' compensation coverage to potential policyholders/members. The Line of Coverage to which the Agency is contracted to offer is specifically enumerated in Attachment I of this Agreement; and

**WHEREAS**, the undersigned Agency is a licensed insurance Agency in the State.

**NOW, THEREFORE**, in consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

### **I – AUTHORITY OF AGENCY**

1.1 The Agency is an independent contractor and not an employee of FCBI, and the Agency shall have exclusive control of the conduct of its business, including the selection of other companies with which it does business.

1.2 Upon execution of this Agreement by the parties, the Agency is authorized to solicit, receive and accept proposals for insurance covering such classes of business as FCBI may, from time to time, authorize to be written, but only for such jurisdiction for which both FCBI and the Agency may be duly licensed by the State (as set forth in Attachment I). The Agency's authority is limited by the underwriting rules and guidelines of FCBI for which the Agency is authorized and by the terms, conditions, and provisions set forth in this Agreement and in the schedule of commissions attached to and made part of this Agreement. However, notwithstanding this or any other provision of the Agreement, the Agency shall have no authority, actual or apparent, to bind FCBI to any new or renewal coverage or to otherwise commit FCBI to insure an applicant prior to receiving approval from authorized FCBI personnel, unless specifically amended in writing and then only within the authority granted.

1.3 Subject to the terms of this Agreement and underwriting rules and regulations of FCBI, the Agency, upon release of the premium quote by FCBI or its service company, may offer coverage through FCBI, provided an authorized quote is received from FCBI

or its service company following underwriting approval and the coverage offered reflects those terms as provided in the authorized quotation. Such authorized quotations from FCBI or its service company to the Agency shall be valid for a period of not more than thirty (30) days from the date issued.

1.4 The Agency agrees to forward the copies of binders and certificates issued by the Agency and to otherwise notify FCBI or its service company of all liability accepted, not later than the third (3<sup>rd</sup>) succeeding business day following the inception date of coverage. The Agency's authority to offer coverage is limited to the period when the quote is valid (not more than 30 days from the date of issuance) and so long as the terms of the coverage reflect the exact terms as those provided in the authorized quote and are within the underwriting guidelines of FCBI.

1.5 In cases of renewal and/or expiring policies which are not automatically renewed, FCBI or its service company will provide to the Agency, provided he is the "Agent of Record," a listing of all upcoming renewals.

### **II – PREMIUM REMITTANCE**

The Agency and FCBI shall comply with the following provisions regarding premium on business placed by the Agency with the Insured:

2.1 FCBI or its service company is

responsible for generating and mailing premium invoices directly to the members (direct bill). A copy of all estimated annualized and final audit bills will be sent to the Agency.

2.2 The Agency shall promptly remit to FCBI or its service company any premium or deposits paid to the Agency by the member or policyholder. The Agency shall not net any commissions from any of these remittances.

2.3 FCBI or its service company shall compute commissions in accordance with the Schedule of Commissions as set forth in Attachment I of this Agreement. Commissions will be paid based upon the amount collected from the member or policyholder. Payment shall be forwarded to the Agency within fifteen (15) days after the end of the month in which the premiums are received and recorded by FCBI or its service company, less any commissions on returned premium.

### **III – POLICY CANCELLATION OR NON-RENEWAL**

3.1 The Agency, individually, shall not cancel or non-renew or attempt to cancel or non-renew any policy written pursuant to this Agreement, except with the written authority of FCBI or its service company.

3.2 FCBI reserves the right to approve or terminate coverage at any time pursuant to Florida law.

### **IV – AGENCY DESIGNATION**

If a conflict exists as to whether the Agency is authorized to represent an existing or prospective member, the member's written statement designating his or her Agency shall be binding upon the Agency and FCBI as long as any designated Agency represents FCBI and has satisfied the "Agent of Record" procedures then in effect as set forth in the Underwriting Guidelines for FCBI. In any event, FCBI or its service company reserves the right to determine whether or how the policy should be continued. Any such statement and the treatment thereof by FCBI or its service company shall be in accordance with the written procedures of FCBI.

### **V – OWNERSHIP OF EXPIRATIONS**

Upon termination of this Agency Agreement, the Agency must account for and pay FCBI all premiums and other monies or securities collected by him or held for or on behalf of FCBI. The Agency's records and the use and control of expirations on business written for FCBI shall remain the property of the Agency and remain in his possession. However, if the Agency fails to furnish adequate security acceptable to FCBI or its service

company in an amount sufficient to cover the Agency's total obligations to FCBI, the records, use and control of all expirations of business placed with FCBI shall become vested in FCBI.

### **VI – ERRORS AND OMISSIONS**

FCBI and its service company shall not be responsible for the errors and omission of the Agency. The Agency agrees, warrants and represents that it has obtained and will continue to be covered by Professional Liability insurance in an amount not less than \$1,000,000 per claim with an insurer acceptable to FCBI. A copy of the policy or a certificate of insurance shall be provided to FCBI or its service company annually. Failure to provide a copy of the policy or a certificate of insurance upon request shall result in termination of this Agreement at the discretion of FCBI or its service company.

### **VII – AGENCY EXPENSES**

FCBI will not be responsible for Agency expenses. Agency's sole remuneration shall be the commission set forth in the Schedule of Commissions attached as Attachment I and as amended from time to time.

### **VIII – SUSPENSION**

If the Agency is delinquent in accounting for or in payment of monies due, FCBI may, by written notice to the Agency, suspend the Agency's authority to write any new or renewal business or to change coverage on any policy.

### **IX – TERMINATION OR SUSPENSION**

9.1 This Agreement shall terminate:

(a) Automatically, without notice, if the Agency's license or authorization to engage in an insurance business is terminated, canceled, suspended, or declined renewal by a regulatory authority in Florida.

(b) Automatically on the effective date of the sale or the transfer of the agency or Agency's business or its consolidation with a successor firm, unless this Agreement is assigned to the buyer, transferee or successor with written consent of FCBI or its service company.

(c) When either party provides at least sixty (60) days written notice to the other, pursuant to section 9.5 of this agreement.

(d) Immediately upon either party giving written notice to the other in the event of abandonment, fraud, insolvency, gross and/or willful misconduct, or breach of this agreement on the part of such other party.

9.2 If this Agreement is terminated pursuant to Section 9.1(c) above, the provisions of this Agreement will continue until all policies written hereunder have expired and all final audits, billings and all final retrospective adjustments have been completed, billed, paid and/or remitted for direct collection of earned premium. However, any reference or implied consent in this Agreement or its schedule to binding authority to consider new and renewal business is deleted.

9.3 If the Agency is delinquent in either accounting of payment or monies due FCBI, FCBI or its service company may, by notice to the Agency, immediately suspend the Agency.

9.4 In the event of suspension of the Agency's authority or termination of the Agency's authority or termination of this Agreement:

(a) The Agency's records shall remain the property of the Agency and be left in its undisputed possession, provided the Agency has then rendered and continues to render timely accounts and payments of all amounts due FCBI or its service company or provides security thereof acceptable to FCBI or its service company. Otherwise, the records and use and control of expirations of business placed within the Agency shall become vested in FCBI.

(b) If, in disposing of such records and expirations, FCBI or its service company does not realize sufficient money to discharge in full the Agency's indebtedness to FCBI, the Agency shall remain liable for the balance of such indebtedness, less the expense of disposing of such records and expirations.

(c) The Agency agrees that the manuals, membership agreement(s) and endorsement(s) furnished to the Agency by FCBI or its service company shall remain the property of FCBI and shall be accounted for and returned upon request.

9.5 This Agreement may be terminated at any time by FCBI or by the Agency with or without cause, after sixty (60) days written notice by certified mail or the required statutory notice, whichever is longer. It is expressly agreed that upon termination, FCBI or its service company will have authority to appoint another party to carry out the duties of the Agency as it is contained in this Agreement. In the event of termination, the Agency shall:

- (a) Within fifteen (15) days render a full accounting of all premium collected for FCBI; and
- (b) Promptly remit such premiums to FCBI; and

(c) Refund commissions on canceled liability and on reductions in premium at the same rate at which commissions were retained; and

It is further agreed that FCBI or its service company will promptly pay any funds due the Agency in like manner.

## **X – INDEMNIFICATION**

Agency and FCBI shall indemnify and hold each other free and harmless from any loss, claim, liability or cause of action to the third parties arising out of the other party's breach of the Agreement or the other party's negligence with regard to their performance under this Agreement.

## **XI – ARBITRATION**

In the event any dispute shall arise between FCBI or its service company and/or the Agency with reference to the interpretation of this Agreement or their rights with respect to any transactions involved hereunder, the dispute shall be referred to three (3) arbitrators within thirty (30) days after the receipt by one (1) party of written notice from the other party requesting arbitration. Each party may nominate one (1) arbitrator who, together, shall choose the third. Each party shall submit its case to the arbitrators within thirty (30) days of the appointment of the third arbitrator. The arbitrators shall render decision after sixty (60) days after all evidence is presented. The decision of a majority of the arbitrators shall be final and binding on all of the parties. Each party shall bear the expense of its selected arbitrator with the expense of the third arbitrator divided between the parties. Any such arbitration shall take place in the county where FCBI or its service company maintains its office in the state, unless some other location is mutually agreed upon by the parties.

## **XII – MISCELLANEOUS**

12.1 Unless specifically authorized by FCBI or its service company, the Agency shall not commit FCBI or its service company as to liability in connection with claim or loss which may occur under any contract of insurance. The Agency shall promptly forward all claims, losses and legal notices involving coverages placed with FCBI to FCBI or its service company immediately upon notification by the Agency.

12.2 This Agreement supersedes all previous agreements in connection with contracts or coverage whether oral or written, between FCBI and the Agency.

12.3 Paragraph headings used herein are for convenience only and shall not be utilized in construing this Agreement.

12.4 Any policy form and other similar supplies furnished to the Agency by FCBI or its service company shall remain the property of FCBI and shall be returned to FCBI or its representatives promptly on demand.

12.5 This contract shall be construed according to the laws of the State of Florida; venue for the purposes of any lawsuit filed shall be the county in which FCBI maintains its office within Florida. In the event of any litigation in regard to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the other party.

12.6 The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects, to the extent possible, as if such invalid or unenforceable provision(s) were omitted.

12.7 This Agreement supersedes and replaces any previous agency agreements between agent and FCBI or between agent and any service company on behalf of FCBI.

### XIII – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective \_\_\_\_\_

IN WITNESS WHEREOF, the Agency and FCBI, have caused this Agreement to become executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**AGENCY**

**FLORIDA CITRUS BUSINESS & INDUSTRIES FUND**

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

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

**WITNESS**

**WITNESS**

\_\_\_\_\_

\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	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 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

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

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

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

### Exempt Payee

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

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

**Note.** If you are exempt 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 chart below 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 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 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>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get 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 [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), 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.** 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.

## APPLICATION FOR MEMBERSHIP

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Name of Business \_\_\_\_\_

Doing Business As \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

Email \_\_\_\_\_ Number of Employees \_\_\_\_\_

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

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OFFICE USE	
Date Pd. _____	Policy # _____
Check # _____	Agent _____
Amt. _____	

**Membership Dues \$85 Annually**  
Please make check payable to FUBA.

Dues to FUBA are not deductible as charitable contributions for federal income tax purposes. Dues may be deductible as an ordinary business expense.



## AUTHORIZATION FOR ELECTRONIC CORRESPONDENCE

In order to receive electronic correspondence from FUBA Workers' Comp, I understand that it is my responsibility to make sure my agency maintains a current email address on file with FUBA Workers' Comp. If my agency's designated email address changes and I fail to notify FUBA Worker's Comp of the new address, I agree that FUBA Workers' Comp is not responsible for failing to provide me with electronic copies of any policies/cancellations/reinstatements/endorsements for my insureds.

I am aware that the electronic copy of any policies/cancellations/reinstatements/endorsements will be the only copy my agency will receive and that hard copies will not follow via US mail.

**PLEASE PRINT LEGIBLY AND FAX TO 850-681-0765  
or email [fubawc@fubaworkerscomp.com](mailto:fubawc@fubaworkerscomp.com)**

Name of Agency \_\_\_\_\_

Address \_\_\_\_\_  
(PO Box or Street Address) (City, State) (Zip)

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

This email goes to \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Agency Owner)

\_\_\_\_\_  
(Signature of Agency Owner)

\_\_\_\_\_  
Date

PO Box 1303  
Tallahassee, FL 32302-1303  
(888) 262-4483 / (888) 871-7474 fax  
[www.fubaworkerscomp.com](http://www.fubaworkerscomp.com)



**AUTHORIZATION FOR DIRECT DEPOSIT/PAYMENT OF AGENCY COMMISSION**

I authorize FUBA Workers' Comp and the financial institution named below to initiate entries to my checking/savings account. This authority will remain in effect until I notify FUBA Workers' Comp in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. I can stop payment of any entry by notifying my financial institution 3 days before my account is charged.

PLEASE PRINT LEGIBLY AND FAX TO 850-681-0765.

\_\_\_\_\_  
(Agency Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Print Name of Agency Owner)

\_\_\_\_\_  
(Signature of Agency Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Financial Institution)

\_\_\_\_\_  
(Branch)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Email address of person to receive  
emailed commission statements: \_\_\_\_\_

Account No. \_\_\_\_\_  
(Please circle one –            Checking account    OR    Savings account)

Financial Institution Routing Number \_\_\_\_\_  
(If you do not know this number, please call your financial institution.)

PO Box 1303  
Tallahassee, FL 32302-1303  
(888) 262-4483 / (888) 871-7474 fax  
www.fubaworkerscomp.com