



To Whom It May Concern,

Attached is a Producers Brokerage Questionnaire and Producers Brokerage Agreement as well as a Form W-9 Request for Taxpayer Identification Number and Certification for you to complete, sign and return. Along with this information, please forward to me a copy of your Agent/Agency License(s) and a copy of your Errors and Omissions Policy. We must have proof of your Errors & Omissions Coverage of at least \$1 million before we can approve your agency. **FARMERS AGENTS – Please make sure you carry Level 3 E&O.** Also include any endorsements or proof of coverage other than the location listed, if multiple locations. If you do not have coverage and wish to obtain a quote from us, be sure to give us a call.

You will not be appointed with our company until all documents have been completed and returned. Please email the required information to [jep@colgen.com](mailto:jep@colgen.com) or fax it to (480) 538-7791.

Please review item IV of the contract carefully, as full premium must be paid prior to binding. In the case of premium financing, a down payment of 25% plus fully earned fees is required. After one year, we will review your agency for account current status. In order to be eligible for account current status, you must meet the following criteria:

- At least 10 active policies
- \$15K in gross written premium
- Good payment history with no collection notices in the prior year

Colonial General has its own premium finance company, which can finance most policies written through Colonial General. For premium finance questions or quotes, call Sandy Collier at Sundance Premium Finance Company at (480) 991-7889 ext. 220.

Should you have any additional questions, please feel free to contact me at extension 212. You will receive a marketing packet by mail soon after you receive confirmation of your appointment.

For additional assistance, please visit our website at [www.colonialgeneral.com](http://www.colonialgeneral.com). We look forward to working with you and we are dedicated to providing you with the best service possible.

Sincerely,  


Jen PlesKovitch  
Agent Licensing  
[jep@colgen.com](mailto:jep@colgen.com)



**COLONIAL GENERAL INSURANCE AGENCY, INC.**

Dear Producer,

Thank you for your interest in placing business through Colonial General Insurance Agency, Inc.

Attached is your Producer/Broker agreement, but before you sign the attached agreement, we want to make sure you understand that you are entirely responsible for the collection of all premiums when you request coverage to be bound. There are no flat cancellations and all policies are subject to a minimum earned premium.

Policies that are premium financed will require the down payment, which consists of 25% of the pure premium and all taxes and fees, along with a signed financed agreement. E-mail our in-house affiliate Sundance Premium Finance Co. at [sundance@colgen.com](mailto:sundance@colgen.com) to set up your financing online.

We look forward to doing business with your agency.

I have read the above and understand that I am responsible to collect all premiums from the insureds.

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Agency Name

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Date



## COLONIAL GENERAL INSURANCE AGENCY, INC.

P.O. Box 14770, Scottsdale, AZ 85267-4770  
8475 E. Hartford Dr., Scottsdale, AZ 85255  
(480) 991-7889 WATS (800) 848-8860 FAX (480) 948-1394

P.O. Box 571770, Murray, UT 84157-1770  
849 W. Levoy Dr., Suite 230, Taylorsville, UT 84123  
(801) 290-1144 WATS (800) 594-8900 FAX (801) 290-1160

### PRODUCERS BROKERAGE QUESTIONNAIRE

Agent/Agency Name _____ (If using a company name must be licensed accordingly)			
Mailing Address: _____	City: _____	State: _____	Zip: _____
Street Address: _____	City: _____	State: _____	Zip: _____
Bus. Phone: _____	E-mail: _____	Fax: _____	

Preferred Correspondence Method:	E-mail	Fax	Mail
Individual	Sole Ownership	Social Security Number: _____	
Corporation	Partnership	Tax I.D. Number: _____	

Principal's Name: _____	Title: _____
Principal's Name: _____	Title: _____
Principal's Name: _____	Title: _____

Accounting Manager or Contact: \_\_\_\_\_

Bank Premium Trust Account at: Name \_\_\_\_\_  
Location \_\_\_\_\_

E & O Policy Number: \_\_\_\_\_ Limits: \_\_\_\_\_ Company: \_\_\_\_\_

Please list other states you are licensed to write business in: \_\_\_\_\_  
\_\_\_\_\_

## MARKETING INFORMATION

*In order to serve you better, we have compiled the following questions to be used for marketing purposes. Once your appointment is complete, we will be sending you marketing packets. Please answer the following questions so we can send you the appropriate information.*

Agency Name \_\_\_\_\_ Contact Phone No. \_\_\_\_\_

Current companies in office (top three):

Check the Lines of Business your agency writes:

1.	Personal Lines Commercial Lines Professional Lines
2.	Personal Lines Commercial Lines Professional Lines
3.	Personal Lines Commercial Lines Professional Lines

What Lines of Business does your agency specialize in?

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Dated: \_\_\_\_\_

**CURRENT COPY OF ALL LICENSES MUST BE ATTACHED**

Company or Organization License Name: \_\_\_\_\_

*Affiliate's Name*

*Position*

*Direct Phone:* \_\_\_\_\_ *Direct Fax:* \_\_\_\_\_ *E-mail:* \_\_\_\_\_  
*Please Check Affiliate's Preferred Method of Correspondence*

.....  
*Affiliate's Name*

*Position*

*Direct Phone:* \_\_\_\_\_ *Direct Fax:* \_\_\_\_\_ *E-mail:* \_\_\_\_\_  
*Please Check Affiliate's Preferred Method of Correspondence*

.....  
*Affiliate's Name*

*Position*

*Direct Phone:* \_\_\_\_\_ *Direct Fax:* \_\_\_\_\_ *E-mail:* \_\_\_\_\_  
*Please Check Affiliate's Preferred Method of Correspondence*

.....  
*Affiliate's Name*

*Position*

*Direct Phone:* \_\_\_\_\_ *Direct Fax:* \_\_\_\_\_ *E-mail:* \_\_\_\_\_  
*Please Check Affiliate's Preferred Method of Correspondence*

.....  
*Affiliate's Name*

*Position*

*Direct Phone:* \_\_\_\_\_ *Direct Fax:* \_\_\_\_\_ *E-mail:* \_\_\_\_\_  
*Please Check Affiliate's Preferred Method of Correspondence*

.....  
*Affiliate's Name*

*Position*

*Direct Phone:* \_\_\_\_\_ *Direct Fax:* \_\_\_\_\_ *E-mail:* \_\_\_\_\_  
*Please Check Affiliate's Preferred Method of Correspondence*

.....  
*Affiliate's Name*

*Position*

*Direct Phone:* \_\_\_\_\_ *Direct Fax:* \_\_\_\_\_ *E-mail:* \_\_\_\_\_  
*Please Check Affiliate's Preferred Method of Correspondence*

.....  
*Affiliate's Name*

*Position*

*Direct Phone:* \_\_\_\_\_ *Direct Fax:* \_\_\_\_\_ *E-mail:* \_\_\_\_\_  
*Please Check Affiliate's Preferred Method of Correspondence*



## COLONIAL GENERAL INSURANCE AGENCY, INC.

### PRODUCERS BROKERAGE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Colonial General Insurance Agency, Inc., Scottsdale, Arizona, hereinafter referred to as "General Agent", and \_\_\_\_\_ of the State of \_\_\_\_\_, hereinafter referred to as "Producer" and whose address is \_\_\_\_\_.

#### WITNESSETH THAT:

##### **I. GENERAL AGREEMENT:**

Pursuant to request that underwriting facilities of the General Agent to be made available to the Producer, the General Agent agrees to give consideration to proposals for insurance covering risks located in those states in which General Agent has lawful authority, subject to restrictions placed upon such Producer by the laws of State(s) in which said Producer is authorized to write insurance business and further subject to the following terms, limitations and conditions which are mutually agreed upon between the General Agent and the Producer.

##### **II. LICENSE:**

The Producer warrants that he is properly licensed for the classes of business to be conducted and for the lines of coverage to be procured through the facilities of the General Agent.

##### **III. BINDING AND COMMISSIONS:**

The General Agent shall allow the Producer a commission as specified in the Schedule attached. In the event the General Agent shall issue policies on Classes of Risk other than those shown, the rate of commission thereon shall, in the absence of prior mutual agreement, to be fixed by the General Agent. Coverage on Dwelling Fire and Mobile Home with values of \$100,000 or less, may be bound by the producer the date following the date postmarked. In case of metered mail, coverage will be deemed bound on the day the application reached the General Agent's office. All other binders shall be issued by the General Agent.

##### **IV. PAYMENT OF PREMIUMS:**

All premiums received by the Producer shall be held by Producer in trust for the General Agent, as Trustee, until payment thereof is made to the General Agent. The privilege of retaining commissions out of such premiums, the keeping of an account with the Producer on the General Agent's book as creditor and debtor account, alteration in commission or other compensation rate, compromise, settlement of declaration of Balance due shall not be held to waive assertion of such trust relationship. Unless the Producer has been authorized in writing to pay on an account current basis, any and all premium must be paid by the Producer to the General Agent prior to the issuance of any binder by the General Agent. If the producer has been authorized to pay on an account current basis, the payment of any and all premium due the General Agent shall be made within fifteen (15) days from the last day of the month following the date of the monthly statement rendered by General Agent.

##### **V. CANCELLATIONS – Effective Date:**

Notwithstanding the return of an original policy for cancellation, such cancellation shall not be effective until sufficient time has elapsed for proper notice to mortgagors, loss payees, certificate holders, public utility regulatory bodies or similar entities, in cases where such notice is required.

**VI. EXPIRATION NOTICES:**

Any custom or usage to the contrary notwithstanding, the General Agent shall be under no obligation to give the Producer notice of expiration of any policies of insurance which the Producer may procure through the facilities of the General Agent.

**VII. LOSS AND CLAIMS:**

This agreement confers upon the producer no authority to handle, adjust or apportion losses or claims. However, the Producer agrees that in the event of an accident, occurrence, loss or similar event that might give rise to a claim that is reported to him by an Insured of a Company represented by the General Agent, or by a party on behalf of such an Insured, the Producer shall immediately forward all information, including, but not limited to reports, verbal or written, summonses and complaints and any other legal documents given to Producer, to the General Agent. Any and all information of this type shall be reported by the Producer to the General Agent as soon as reasonably possible, and in no event later than (3) days from the date of receipt thereof by the Producer.

**VIII. EARNED PREMIUMS:**

In the event of cancellation of insurance written hereunder, the Producer guarantees to pay to the General Agent an earned premium on business accepted by the General Agent for such time as coverage remains in force.

**IX. OWNERSHIP OF EXPIRATIONS:**

Both parties to this Agreement recognize the ownership by the Producer of the insurance business covered by this Agreement. In the event the Producer fails to pay any sum due the General Agent by virtue of any policy or endorsement procured by the General Agent, the Producer hereby assigns to the General Agent as security, but not in payment therefor, all sums due or to become due Producer from the insured(s) for whom such contract of insurance or endorsement was procured, with the full authority of the General Agent to demand and collect the same directly. On premium so collected by the General Agent, Producer shall be entitled to no commissions. The Producer further grants to the General Agent a security interest in and to all of Producer's records of expirations, of policies or contracts of insurance produced under or by virtue of this Agreement, including the ownership, use and control thereof, with the right of the General Agent to take possession of the same and have all of the rights of a holder of a security interest granted by law, so long as the Producer is indebted to the General Agent for any sum of money due under any insurance contract produced under or by virtue of this Agreement.

**X. INDEPENDENT CONTRACTOR:**

The General Agent shall not be responsible for the Producer's expenses such as rentals, transportation facilities, clerk hire, solicitor's fees, postage, advertising, exchange, personal local license fees, or any other expenses whatsoever. Any policy forms and other like supplies furnished to the Producer by the General Agent shall always remain property of the General Agent and shall be returned to the General Agent promptly upon demand. Neither the term "Producer" nor anything contained herein or in any of the bylaws, rules or regulations of the General Agent shall be construed as creating the relationship of employer and employee between the General Agent and the Producer. The Producer, as an independent contractor, shall be free to exercise his own discretion and judgement with respect to the persons, firms, or corporations, from which the Producer will solicit business except with respect to the direct bill policies. The Producer shall have sole responsibility to notify Insured of policy expirations and solicitation of renewals.

**XI. RESPONSIBILITY:**

In the event the Producer under this Agreement is a corporation, it is understood, agreed, and unconditionally guaranteed by the undersigned individuals, principal stockholders and directors of said corporation, that all conditions of the Agreement and any supplement, amendment extension, addenda or renewal thereof shall be binding upon them severally and jointly in the same manner as upon the corporation named herein as Producer.

**XII. RENEWAL BILLINGS:**

All renewals will be agency billed, except for renewals billed by the general agent through automation at request of Producer.

**XIII. ERRORS & OMISSIONS COVERAGE:**

The Producer agrees to maintain an active Errors & Omission policy with minimum limits of at least \$1,000,000.00 and agrees to furnish the General Agent a copy of the renewal annually.

**XIV. COMPLETE AGREEMENT:**

This Agreement supersedes all former Agreements and contains the full and complete Agreement between the parties hereto. It may be amended only by subsequent written agreement and oral representations, if any, shall have no force and effect.

**XV. TERMINATION OF AGREEMENT:**

This agreement may be terminated by either party by giving the other written notice of such termination by U.S. Mail at the last known address. The Agreement will terminate immediately if either party loses its authority or license to operate lawfully under the laws of any state or regulatory authority or body or upon failure of the Producer to remit payment to the General Agent under the terms set out in this Agreement.

**XVI.**

Upon request to bind coverage, I understand as Producing Broker that I am fully responsible for payment of Premium to General Agent, whether or not payment has been received from the Insured.

Producer: \_\_\_\_\_ Printed Name: \_\_\_\_\_

*Signature*

Signed in Scottsdale, Arizona

Colonial General Insurance Agency, Inc.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signature \_\_\_\_\_

Witness: \_\_\_\_\_

Signed in \_\_\_\_\_

(Print Name of Producer)

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signature \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: If Producer is Corporation or Partnership, all principals or general partners must sign.



## 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.

### 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.

## 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.

## 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.

**COLONIAL GENERAL INSURANCE AGENCY, INC.**

**COMMISSION SCHEDULE**

DWELLING FIRE	15% New – 12.5% Renewal
MOBILE HOME	15% New – 12.5% Renewal
MOBILE HOMEOWNERS	15% New – 12.5% Renewal
HOMEOWNERS	15% New – 12.5% Renewal
FARM & RANCH	10%
FLOOD	VARIES
PERSONAL UMBRELLA	10%
INLAND MARINE - PERSONAL	10%
INLAND MARINE - COMMERCIAL	10%
COMMERCIAL PROPERTY	10%
COMMERCIAL PROPERTY-PROGRAM	10%
COMMERCIAL PACKAGE	10%
GENERAL LIABILITY	10%
GENERAL LIABILITY-PROGRAM	10%
UMBRELLA - COMMERCIAL	10%
BUSINESS AUTO	10%
GARAGE KEEPERS	10%
EXCESS AUTO	VARIES
PROFESSIONAL LIABILITY	VARIES
BROKERAGE	VARIES
BUSINESS OWNERS (BOP)	VARIES
WORKERS COMP	VARIES

- **The above schedule applies to Scottsdale Insurance, Scottsdale Indemnity, and National Casualty.**
- **Other company commissions may vary.**





## COLONIAL GENERAL INSURANCE AGENCY, INC.

P.O. Box 14770, Scottsdale, AZ 85267-4770  
8475 E. Hartford Dr., Scottsdale, AZ 85255  
(480) 991-7889 WATS (800) 848-8860 FAX (480) 948-1394

P.O. Box 571770, Murray, UT 84157-1770  
849 W. Levoy Dr., Suite 230, Taylorsville, UT 84123  
(801) 290-1144 WATS (800) 594-8900 FAX (801) 290-1160

We would like to thank you for your interest in becoming an appointed broker with Colonial General Insurance Agency, Inc. Please make sure you have completed the following before returning your information to us. *We cannot* proceed with an appointment until we have received all of the required information.

### **CHECKLIST:**

**Completed Producers Brokerage Questionnaire**

**Completed Contract with signatures**

**Completed Marketing Information**

**Attached Affiliate Names & Titles**

**Attached appropriate License information**

**Attached copy of Current E&O Declarations Page**

*FARMERS AGENTS – Please make sure your E&O is Level 3*

**Attached completed W-9 – Request for Taxpayer ID Number & Certification**

Again, thank you for your interest and we look forward to working with you.

*If you have any questions, please call Jen PlesKovitch, Broker Licensing at:  
480-991-7889 or 1-800-848-8860 ext. 212*