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### **INDEPENDENT CONTRACTOR PACKAGE**

- Read, complete, initial, and sign the agreement;
- Answer **all** questions on the Independent Contractor Screening Questionnaire;
- Fully complete the Direct Deposit and Federal W9 forms; and
- Return via email to [Erika@NCclaimsservice.com](mailto:Erika@NCclaimsservice.com)

\*Payroll cannot be issued unless all of the above is received

\*Send proof of all licenses, insurance (if you have your own E&O Insurance, please send a copy) and certifications.

\*Send copy of state issued Driver's License.

If you have any questions, please contact Erika or Pam at our office.

## **Independent Contractor Agreement**

This agreement is between N & C Claims Service, Inc. (the "Employer") and \_\_\_\_\_ (Independent Contractor) entered on \_\_\_/\_\_\_/\_\_\_\_. The term of this agreement will be for one year from the date of this contract and will automatically renew in succession for a period of one year until terminated in writing by either party, with a 30-day notice. It is understood that the Independent Contractor possesses the skills and tools of the trade necessary to satisfactorily complete all tasks requested by the Employer.

### **Services:**

It is understood that the Independent Contractor will provide all necessary services to complete a satisfactory work product as set forth by N & C Claims Service, Inc. and/or its customers. It is also understood that all services will be provided in a timely and professional manner as set forth by N & C Claims Service, Inc. and/or its customers. The Independent Contractor shall maintain acceptable attire while representing N&C Claims Service, Inc., which at times may require purchasing, and wearing shirts or hats with N & C Claims Service, Inc. and/or its Client's names on them. The Independent Contractor shall provide all necessary equipment and tools, including required software to produce a satisfactory work product as required by N & C Claims Service, Inc. and/or its Clients. \_\_\_\_\_ (INITIAL)

### **Exclusivity:**

It is understood that N & C Claims Service, Inc. cannot demand that Independent Contractor to work exclusively for N & C Claims Service, Inc. However, N & C Claims Service, Inc. can demand the knowledge of the Independent Contractor accepting additional work from any and all other sources for the purpose of determining if assignment of work from N & C Claims Service, Inc. is appropriate. Therefore, it is agreed by N & C Claims Service, Inc. and the Independent Contractor that the Independent Contractor will inform N & C Claims Service, Inc. immediately upon accepting additional work from any other source while in employment with N & C Claims Service, Inc. Failure to inform N & C Claims Service, Inc. of accepting additional work from any other source as previously mentioned can result in immediate termination of the Independent Contractor without notice. The Independent Contractor agrees not to accept work directly or indirectly from any current Clients or Clients during the term of this contract associated with N&C Claims Service, Inc.; unless working for them prior to this agreement. \_\_\_\_\_ (INITIAL)

### **Acknowledgment of Status**

Independent Contractor hereby acknowledges that the relationship of the Parties is that of Independent Contractor and Principal. It is expressly understood and agreed that Independent Contractor shall not, under any circumstances, be considered an employee of N & C Claims Service, Inc. \_\_\_\_\_ (INITIAL)

### **Timeliness:**

It is understood that the Independent Contractor will perform services in a timely manner as set forth by N & C Claims Service, Inc. and/or its Clients. It is further understood that penalties, whether financial or other, may

be imposed upon the Independent Contractor for work products not completed within the timeframe stated by N & C Claims Service, Inc. and/or its Clients. \_\_\_\_\_ (INITIAL)

**Expectations:**

Unless otherwise stated, it is understood the Independent Contractor possesses the necessary skills, knowledge, equipment, software, licenses, insurances, and qualifications to perform the services requested by N & C Claims Service, Inc. The Independent Contractor is expected to promptly complete the following tasks:

- Contact customers within 24 hours;
- Inspect risks within 7 days of assignment unless notified of circumstances preventing it;
- Report within stated guidelines;
- Return phone calls, emails, and any other communications within 24 hours;
- Complete work products within stated guidelines;
- Correct unacceptable work/revisions within 24 hours of notice;
- Maintain a professional attitude at all times;
- Dress according to acceptable attire guidelines as set forth by N & C Claims Service, Inc. and/or its Clients; and
- Provide program software backup of all files assigned by N&C Claims Service.

Additionally, the Independent Contractor is expected to perform and adhere to all necessary expectations set forth by N & C Claims Service, Inc. and/or its Clients regarding the completion of work not limited to the above-stated tasks. \_\_\_\_\_ (INITIAL)

**Payments:**

It is agreed that the following payment for services rendered will be followed unless otherwise agreed to:

- **DAILY ASSIGNMENTS (NON-CATASTROPHIC)** N & C Claims Service, Inc. will Pre-Pay on the 1<sup>st</sup> of every month all assignments that have been closed, invoiced, and approved by N & C Claims Service, Inc. by the 25<sup>th</sup> of the month preceding the pay date. There will be a 10% retainer held until the file is collected by N & C Claims Service, Inc. Unless otherwise stated; the Independent Contractor will receive **60%** of the gross service fee less any file fees or administrative fees that may apply for specific Clients. The Independent Contractor will, when applicable, receive additional compensation for other expenses such as mileage and photographs. Service fees of \$5,000.00 and greater are excluded from the “pre-payment” clause and will be paid upon collection. The Independent Contractor agrees to reimburse the Employer any overpayments that may result in the “pre-payment” of service fees within 30 days of notification. \_\_\_\_\_ (INITIAL)
- **CATASTROPHE ASSIGNMENTS** N & C Claims Service, Inc. will Pre-Pay on or about the 1<sup>st</sup> and 15<sup>th</sup> of each month on all assignments closed, invoiced, and approved by N & C Claims Service, Inc. by the 8<sup>th</sup> and the 23<sup>rd</sup> of each month respectively. It is understood that this is a “pre-payment” in good faith to the Independent Contractor. As such, any discrepancies in the collection of funds that result in a shortfall to N & C Claims Service, Inc. will be deducted from future payment to the Independent Contractor. It is also understood and agreed that there may be circumstances that result in “no payment” to N & C Claims Service, Inc. that are out of N & C Claims Service, Inc. control. As such, deductions to the Independent Contractor may be applied. N & C Claims Service, Inc. reserves the right to withhold payment on specific claims until payment is collected from the Client. A 10% retainer of the Independent Contractor’s pay will be held for a period of at least 90 days from the time the Independent Contractor submits their last claim to N & C Claims Service, Inc. Release of the retainer to

the Independent Contractor will occur after 90 days and after all invoices have been collected and any additional deductions applied. Unless otherwise stated, the Independent Contractor will receive **60%** of the gross service fee less any file fees or administration fees that may apply for specific Clients. The Independent Contractor will, when applicable, receive additional compensation for other expenses such as mileage and photographs. The pre-payment clause of service fees does not apply to service fees of \$5,000.00 or greater. Those fees will be paid upon collection by N & C Claims Service, Inc.

\_\_\_\_\_ (INITIAL)

**Additional deductions include, but are not limited to:**

- Overpayments on invoices;
- Duplication of assignments;
- Charges from others to correct work product submitted by the Independent Contractor; and
- Supplements as a result of improper adjusting practices, missed known damages, insufficient supporting documentation, and similar additional circumstances. \_\_\_\_\_ (INITIAL)

**Compensation / Dispute for Work Performed:**

Unless disputed in writing by Independent Contractor within 30 days of receipt of compensation, all payments are considered “accepted and agreed” by the Independent Contractor for work performed. 30 days after the receipt of compensation the Independent Contractor waives any claim for additional compensation.

\_\_\_\_\_ (INITIAL)

**Late Fees, Unacceptable Work Products, and Other Deductions:**

The Employer reserves the right to apply financial late fee penalties to individual files when not reported in a timely manner as set forth by Employer. The Employer reserves the right to apply financial penalties to any file that does not meet the expectations of the Employer or their Client’s. This includes but is not limited to, sub-standard work performance and quality. A Late Fee Penalty of \$10.00 a day up to 5 days per report will apply. After 5 days of being late, a 30% reduction of fee and the possibility of the file being reassigned will apply. This may result in a “**reduced payment or non-payment**” of a file. If an Independent Contractor abandons a file because of late file penalties, the Independent Contractor will be permanently terminated from N & C Claims Service, Inc., and their outstanding payroll will be automatically changed to a collected only status. \_\_\_\_\_ (INITIAL)

In the event the Independent Contractor submits “Unacceptable” work products to the Employer based upon the Employer’s and/or Client’s guidelines, the Employer can at its discretion apply the following:

- Return the work product to the Independent Contractor for revisions to be re-submitted to the Employer within 48 hours of notice;
- Employer may fix and correct the work product at a rate of \$30.00 per hour to be billed and deducted from payment to the Independent Contractor in increment billing of 15 minutes;
- Employer may take over the file and pay the Independent Contractor only for work performed. Field scope notes and photos will be paid at a rate of \$150.00 total;
- Employer may reject the entire work product submitted by the Independent Contractor and provide no compensation for the unacceptable work product; and
- Take any other action necessary to complete the file to an acceptable standard and apply any deductions necessary to the Independent contractor’s compensation for the work product.

\_\_\_\_\_ (INITIAL)

**Software:**

N & C Claims Service, Inc. will accept most estimating software programs as long as they meet the requirements of the Clients. However, specific software may be required by specific Clients. In the event the

Independent Contractor does not have the required software to perform the tasks, N & C Claims Service, Inc. will complete the tasks internally for 20% reduction in the Independent Contractor's compensation. The Independent Contractor will be required to provide all notes, photographs, and documentation needed to conclude the tasks. The Independent Contractor will also be required to assist in the conclusion of the assigned task. \_\_\_\_\_  
(INITIAL)

**Insurance and License:**

It is understood and agreed that the Independent Contractor will carry all required licenses and insurances required by N & C Claims Service, Inc. and/or its Clients. The Independent Contractor shall maintain, at all times while in the employment of N & C Claims Service, Inc., a valid Driver's License with current automobile and liability insurance with minimum coverage limits of 100/300. If any one of the aforementioned is not current or valid, the Independent Contractor agrees to cease all work assigned by N & C Claims Service, Inc. and must notify N & C Claims Service, Inc. upon knowledge of such circumstances. The Independent Contractor agrees to assume all responsibilities and liabilities resulting from performing work for N & C Claims Service, Inc. and/or its Clients without informing N & C Claims Service, Inc. of failure to have a valid driver's license and current automobile and liability insurance.

It is understood and agreed that the Independent Contractor will carry Errors and Omissions Insurance and General Liability Insurance with a minimum of \$500,000.00 limits. A Certificate of Insurance must be provided to N & C Claims Service, Inc. Absent of a Certificate of Insurance, the Independent Contractor agrees to purchase coverage from N & C Claims Service, Inc. for \$500.00 per storm event, or \$900.00 total per year (12 months). It is also understood if coverage is purchased through N&C Claims Service, Inc., coverage will only exist for work performed for N & C Claims Service, Inc. The Independent Contractor is responsible for any applicable deductibles. All other work performed outside the scope of the assigned work to the Independent Contractor will not be covered.

It is understood and agreed that the Independent Contractor will be properly insured at all times. The Independent Contractor assumes all risks of penalties, injuries, and liabilities and hold N & C Claims Service, Inc. "Harmless" of such if not in compliance with required licenses and insurances. \_\_\_\_\_ (INITIAL)

**Hold Harmless:**

The Independent Contractor agrees to maintain at all times while in the employment of N & C Claims Service, Inc. all required licenses and insurances. The Independent Contractor agrees to "Hold Harmless" now and in the future, N & C Claims Service, Inc. of any injuries, damages, financial or other, as a result of not maintaining the required licenses or insurances as well as any damages exceeding the limits of insurance maintained by the Independent Contractor. The Independent Contractor agrees to be fully responsible for the quality and accuracy of their work product as set forth within the guidelines of N & C Claims Service, Inc. and/or its Clients. The Independent Contractor agrees to reimburse N & C Claims Service, Inc. for all expenses related to the corrections or completion of the Independent Contractor's work product as well as any financial damage as a result of inadequate licenses or insurances. \_\_\_\_\_ (INITIAL)

**Non-Compete and Confidentiality:**

It is agreed that the Independent Contractor will at all times not reveal any trade secrets or confidential information pertaining to N & C Claims Service, Inc. to any person, persons, or businesses without express written permission from N&C Claims Service, Inc. It is understood that N & C Claims Service, Inc. will pursue all available

legal remedies against the Independent Contractor for violation of this clause. The Independent Contractor agrees not to directly or indirectly solicit any Clients of N & C Claims Service, Inc. for a period of two years after the termination of this agreement in writing. For purposes of this agreement, "solicitation" means; "Any relationship initiated by the Independent Contractor with any client of N & C Claims Service, Inc., or any other party, with the intent to provide business, that otherwise would have gone to N&C Claims Service, Inc." It is understood that violation of this clause will result in the legal pursuit by N & C Claims Service, Inc. to recover all lost earnings and potential lost earnings as a result of such actions. \_\_\_\_\_ (INITIAL)

**Expenses:**

Unless otherwise agreed to in writing, the Independent Contractor is responsible for all expenses incurred to perform all work assigned by N&C Claims Service, Inc. The Independent Contractor has no authority to obligate N & C Claims Service, Inc. to any financial responsibilities. The Independent Contractor assumes all expenses regarding, but not limited to, traveling, lodging, food, gas, supplies, etc. to perform assigned work from N & C Claims Service, Inc. \_\_\_\_\_ (INITIAL)

**Legal Jurisdiction:**

It is agreed that all legal disputes with N & C Claims Service, Inc. will be under the jurisdiction of Manatee County, Florida. All disputes must go through the "Mediation" process prior to the hearing by a judge or jury. \_\_\_\_\_ (INITIAL)

Dated: \_\_\_\_\_, 2015

**EMPLOYER**

**INDEPENDENT CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

## Independent Contractor Screening Questionnaire

Please answer each of the following questions with a "yes" or "no," providing license numbers where appropriate. Please print clearly and boldly. **Remember to attach** copies of your licenses and certifications.

1) What is your current Home Address, Cellphone Number, Home or Office Number, and E-mail Address?

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2) What software do you use? If using Xactimate, please provide your Xactnet address.

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3) Are we to consider you a Daily, Storm, or both, adjuster? (A Daily adjuster does not leave his area to work claims.)

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4) Are you available to work Daily Claims?

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5) What areas will you work? Be specific, or provide a map.

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6) Are you able to be dispatched and leave within 48 hours of notice for Storm duty?

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7) Are you able to be away from home for 30 days if needed?

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8) Would you be interested in being a file examiner if needed?

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9) Do you have prior experience as a file examiner?

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10) Are you qualified for Property?

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11) How much experience do you have in Property?

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12) Are you qualified for Commercial?

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13) Are you qualified for Liability?

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14) Are you qualified for Auto?

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15) Are you qualified for Heavy Equipment?

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16) Do you have any experience in Appraising Autos or Heavy Equipment?

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17) Are you qualified for Boats?

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18) Are you qualified for Inland Marine?

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19) Are you qualified for Cargo?

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20) Are you qualified for Worker's Comp?

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21) Are you Flood certified? If yes, provide your license number.

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22) What states are you licensed in? (Include license numbers for each state, along with the expiration date)

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23) Are you Earthquake certified? If yes, provide your license number.

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24) Are you Citizens trained? If yes, what is your ID number.

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25) Are you American Family certified? If yes, provide your ID number.



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26) Are you Farmer's certified? If yes, provide your license number.

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27) Are you Nationwide certified? If yes, provide your license number.

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28) Are you USAA certified? If yes, provide your license number.

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29) Are you Metropolitan certified? If yes, what states are you certified for?

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30) Are you Virginia Properties certified?

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31) Are you Wind certified? If yes, what states are you certified for?

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32) Can you convert reports into PDF documents?

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# Authorization for Automatic Payroll Deposits

I, \_\_\_\_\_, hereby authorize and instruct \_\_\_\_\_ (the "Company") to deposit the amount of each of my payroll payments directly into my checking and/or savings account indicated below in the amounts indicated below in the Deposit Instructions and to make any such withdrawals directly from my account or accounts as are necessary to correct any incorrect deposit by the Company under this Authorization.

I further hereby authorize and instruct Regions Bank (the "Bank") to accept such automatic deposits to or withdrawals from my account or accounts by the Company and to cause my account or accounts to be automatically credited or debited (as the case may be) in the amount of such deposits or withdrawals by the Company without any responsibility for correctness of any such deposit or withdrawal.

## Deposit Instructions

\_\_\_\_\_ Please deposit the full amount of each of my payroll payments to my CHECKING account:  
Initial

\_\_\_\_\_ Routing Number \_\_\_\_\_ Account Number

\_\_\_\_\_ Please deposit the full amount of each of my payroll payments to my SAVINGS account:  
Initial

\_\_\_\_\_ Routing Number \_\_\_\_\_ Account Number

\_\_\_\_\_ Please deposit the full amount, indicated below, of each of my payroll payments to my SAVINGS account and the remainder of each payroll payment to my CHECKING account:  
Initial

Savings Acct: \$ \_\_\_\_\_  
Deposit Amount Routing Number Account Number

Checking Acct: \$ \_\_\_\_\_  
Deposit Amount Routing Number Account Number

I understand that I can cancel this authorization at any time. To cancel, I must give written notice to both the Company and the Bank. My cancellation will become effective as to the Company when the Company receives my notice of cancellation and has had a reasonable period of time upon which to act on it. Any automatic deposits to or withdrawals from my account or accounts by the Company up until that time will be authorized by this authorization. My cancellation of this authorization will become effective as to the credits or debits made to my account or accounts by the Bank when the Bank receives my notice of cancellation and has had a reasonable period of time upon which to act on it. Any automatic credits or debits made to my account or accounts by the Bank up until that time will be authorized by this authorization.

I further understand that all automatic deposits and credits to or withdrawals and debits from my account or accounts under this authorization will be subject to all rules regulations, agreements and disclosure statements of the Company and the Bank governing accounts and preauthorized transfers to and from accounts.

By signing, I acknowledge receiving and agree to each and every term, condition, and provision of the Deposit Agreement (including, without limitation, the ARBITRATION AND WAIVER OF JURY TRIAL provisions for changing the terms thereof) and related disclosures for this account.

I hereby state that I received a completed copy of this authorization on the date I signed this authorization.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

**Privacy Act Notice**

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

**PAYROLL DEDUCTION AUTHORIZATION**

I \_\_\_\_\_ (Independent Contractor), authorizes N & C Claims Service to deduct the following from my payroll. By initialing, you are authorizing a payroll deduction.

1: Errors and Omissions and General Liability:

Per Storm event -----\$5.00 per claim up to a maximum of \$500.00

I am fully aware I am responsible for any applicable deductible in the event of legal action. Any outstanding payroll can be applied to the deductible.

\_\_\_\_\_(INITIAL)

2: Back Charges:

I am fully aware I am responsible for my work product. In the event of errors or omissions in my work product resulting in additional expenses to correct my work product, I agree to reimburse the Employer through back charges against outstanding payroll or direct payment if no outstanding payroll is available. I agree to make direct payment within 30 days of notification in writing.

\_\_\_\_\_(INITIAL)

Dated: \_\_\_\_\_, 2015

**MANAGER**

\_\_\_\_\_  
**Signature**

**INDEPENDENT CONTRACTOR**

\_\_\_\_\_  
**Signature**

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