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P.O. Box 641010  
Omaha, NE 68164  
Phone: (800) 589-7329  
Fax: (866) 761- 2569

# **American Title Inc. Vendor Network Notary Application**

**Thank you for your interest in becoming a member of American Title Inc.'s National Vendor Network.**

**NOTARY:** Witnessing the execution of loan documents and ensuring that all documents have been signed accurately. **Requirements include, but are not limited to:** National Notary Association (NNA) Certification and background check, Notary license and/or certificate, Errors and Omissions insurance. **Experience required.**

**Note: Maryland Notaries must provide American Title Inc. with a copy of their Maryland Title Insurance Producer's License.**

**NOTE: In order for this packet to be considered complete you are required to sign and return the "TERMS AND CONDITIONS OF SERVICE"**

**ADDITIONAL OPPORTUNITIES WITH AMERICAN TITLE INC. ARE AS FOLLOWS:**

**1. ON-SITE PHYSICAL INSPECTOR:** Collecting information on a business using digital photographs and observation. **Requirements include, but are not limited to:** Digital camera, ability to upload photos to our website and Internet access **All training is provided.**

If you are interested in joining our Network of On-site Physical Inspectors, please e-mail [vendormanagement@americantitleinc.com](mailto:vendormanagement@americantitleinc.com)

**2. ABTRACTOR** – Researching properties at a county level. Requirements include, but are not limited to: **Errors and Omissions insurance and state license where needed. Experience Required.**

If you are interested in joining our Network of Abstractors, please e-mail [vendormanagement@americantitleinc.com](mailto:vendormanagement@americantitleinc.com)

All information provided will be strictly for internal use and kept confidential, not to be distributed or released for any reason. Please complete the attached Vendor Application and return to American Title Inc. within 24 hours.

**If you have any questions during this process, please contact the Vendor Management Dept between the hours of 8:00-5:00 cst at 800-589-7329 ext 4596**

# American Title Inc - Vendor Network Notary Application

Company name: (Is this how it reads on your W-9?)		Date:
Type of Business:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship
How much real estate closing experience do you have? _____		
National Notary Association (NNA) Certificate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
In Virginia – Are you CRESPA Certified?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Primary Contact: _____		
Additional Contacts: _____		
Full Street Address: _____		
Full Mailing Address: _____		
County:	Office Phone:	
Fax:	Mobile Phone:	
Pager:	Home Phone:	
Email Address:	Website Address:	
Are you fluent in any languages other than English? If yes, please list: _____		
How do you prefer to receive orders?	<input type="checkbox"/> via Email	<input type="checkbox"/> via Fax
Do you have the ability to print e-mail documents?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have a laser printer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have a two-tray printer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If not, are you able to print legal size documents?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have the capability to receive Text messages via your mobile device? Yes_____ No_____		
<b>*Can you be reached at all times during the workday?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
If not, at what time(s) may we contact you? _____		
Do you have a Surety Bond?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
* If yes, please attach a copy of your current Certificate		
Do you have E&O Insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
* If yes, please attach a copy of your current Certificate		

Do you have any claims/judgments pending or have you had any filed against you in the past 5 years relative to any real estate transaction(s)?

Yes

No

Have you been arrested for a felony in the past 5 years?

Yes

No

If yes, please explain:

**Proposed Closing Fees:**

\$

Overnight Documents

\$

E-mailed Documents

\$

Additional Set of Documents

\$

How many closings can you, and/or your staff, handle per day?

**Coverage area:**

State	County	City	Travel Fee (if Applicable)

Please provide a list of your Notaries that will provide services for American Title Inc:

Notary Name:	Years of Experience:

**\*Please attach an additional sheet of information, if required.**

Do you have a qualification process in place for your network of Notaries?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:			
<hr/>			
Are your Notaries covered under your E&O Insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are your Notaries covered under your Surety Bond?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If not, please provide additional Certificates as required.			

In order to finalize our Notary Network qualification process on your behalf, we must receive a signed copy of this completed American Title, Inc Notary Application Form. In addition, we must receive a completed W-9, a copy of your current E&O insurance certification cover page and a copy of either your current Notary Stamp, clearly showing your expiration date, or a copy of your current Notary Certificate...

If you have any questions, please contact [Vendormanagement@americantitleinc.com](mailto:Vendormanagement@americantitleinc.com)

Signature: \_\_\_\_\_

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

## **DIVERSITY DISCLOSURE FORM**

To better serve our customers we ask that you **voluntarily** fill out the information below regarding the ownership structure of your company. We appreciate your participation in this survey.

Company Name:

Please check applicable boxes:

- Service Disabled Veteran Owned
- Veteran Owned
- Disabled Owned
- African American Owned
- Asian Pacific Owned
- Native American Owned
- Hispanic Owned
- Subcontinent Asian Owned
- Female Owned
- Multiple Ethnicity or Unknown Ethnicity
- HUBZone Small Business (SBA Certification)
- Small Disadvantaged Small Business (SBA-Certification)

Obtain SBA information on the Internet: <http://www.sba.gov> or call 202-205-6600, 202-606-4000, or 202-219-9148.



# TERMS AND CONDITIONS OF SERVICE

IN CONSIDERATION of payment by American Title, Inc. ("American Title") for services rendered by \_\_\_\_\_ ("Vendor"), Vendor agrees to the following terms and conditions for the service it provides.

1. **Services.** Vendor agrees to abstract all documents listed on each order sheet. comply with the turn-times and instructions listed on each order sheet following requirements for each type of product ordered by American Title
2. **Search Location.** Vendor agrees to perform all searches at the appropriate recorder's office and/or the county court house, unless Vendor maintains a title plant that is current through the same date as the county recorder's office.
3. **Errors & Omissions Insurance.** Vendor, at Vendor's expense, will maintain professional liability insurance with a minimum of \$100,000 per occurrence coverage liability. Such insurance shall cover the actions and services to be provided by Vendor hereunder. Insurance coverage required under this section shall not limit the liability of Vendor to American Title.
4. **Payment.** American Title pays for services rendered via ACH (Automated Clearing House) deposits to your bank account only. The terms of payment are net 14 days from the closed date of the order. Payment will be **initiated** on the 14<sup>th</sup> calendar day (or the next **business day** if it falls on a Saturday or Sunday date). Payments will be **generated** and deposits will be processed in the next weekly payment batch. Funds will be available in your bank account one **business day** after email notification. The email notification will provide the remittance information for your deposit.
5. **Confidential Information.** VENDOR AGREES TO KEEP CONFIDENTIAL ALL, AND NOT TO USE OR DISCLOSE ANY, INFORMATION ABOUT CONSUMERS, OR THE CLIENTS, CUSTOMERS AND/OR AFFILIATES OF AMERICAN TITLE, EXCEPT AS IS NECESSARY IN THE ORDINARY COURSE OF BUSINESS TO CARRY OUT THE ACTIVITIES TO BE PERFORMED BY VENDOR UNDER THIS AGREEMENT. VENDOR FURTHER AGREES TO COMPLY WITH TITLE V OF THE GRAMM-LEACH-BLILEY ACT AND TO TAKE NECESSARY STEPS TO ENSURE FULFILLMENT OF THESE CONFIDENTIALITY OBLIGATIONS, INCLUDING MAINTENANCE OF SUCH POLICIES AND PROCEDURES AS MAY BE NECESSARY TO ENSURE COMPLIANCE WITH THESE OBLIGATIONS.
6. **Independent Contractor.** It is specifically understood and agreed by the parties that Vendor is not a servant, employee, joint venture, partner, member, manager or agent of American Title. Vendor is only under the control of American Title in that American Title may approve the results of Vendor's work and terminate its association with Vendor as provided in this Agreement, but American Title shall not control the means by which Consultant conducts his business. Vendor is not authorized to transact business, enter into agreements, or otherwise make commitments on behalf of American Title. Vendor or its employees, agents, consultants or contractors shall not have any claim under this Agreement or otherwise against American Title for social security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. Vendor acknowledges and agrees that American Title is under no obligation to use Vendor's services, and that American Title may use competing vendors.
7. **Indemnification.** Vendor shall indemnify and hold harmless American Title and its shareholders, directors, and employees from any claim, injury, damage, loss or expense caused to American Title, its customers or other third parties by the breach or default of this Agreement and/or the negligent acts, omissions or willful misconduct of Vendor or its employees, agents, consultants or contractors arising under or in connection with this Agreement. The indemnification right shall include, but not be limited to, the payment of reasonable attorney's fees and other expenses which may be incurred in settling the claim or other threatened action, or which may be incurred in any finally adjudicated legal proceeding.
8. **Agreement.** This Agreement and the Vendor Contract Information contain the entire agreement between the parties and supercedes in any prior written or oral agreements or course of dealings between the parties. This Agreement shall be construed and governed by the laws of the State of Nebraska. The parties submit to jurisdiction in Douglas County, Nebraska. Either party may terminate this Agreement upon thirty (30) days notice to the other party; in the event of termination of this Agreement for any reason, Paragraphs 3, 5 and 7 shall survive such termination.

**The foregoing terms and conditions describe the terms under which Vendor agrees to offer service to American Title. By signing below Vendor is acknowledging that it has read the foregoing terms and conditions, and agrees with and accepts all of the terms and conditions for providing service to American Title.**

\_\_\_\_\_  
 ("Vendor")

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_/\_\_\_\_\_/200\_\_\_\_

AMERICAN TITLE, INC.



**Accounts Payable Policies and Procedures  
Effective July 1, 2009**

**Vendor Set Up:** New vendors are to provide a completed Vendor Package, including vendor application, fee schedule, diversity disclosure form, terms and conditions of service, a signed W-9 (or appropriate W-8 for non U.S. based vendors) form and authorization agreement for automatic deposits and a voided check. Payment will not be processed without receiving a complete set of these documents as per American Title's policy.

**Payment for Vendors on the Vendor Portal only – no invoices:** If you are a vendor that is currently on the Vendor Portal, or will be on the Vendor Portal in the future, ATI pays from your approved Vendor Portal amount for each order. This amount is negotiated and set from the fee that was originally provided in the vendor packet. The base amount will be auto populated in the Vendor Portal and all additional costs will need prior approval. There is no need to send an invoice. The AP department processes one payment run each week. Terms of payment for vendors receiving payments via ACH are net 14 days from the closed date of the order in ATI's order management system. Payments will be **initiated** on the 14<sup>th</sup> calendar day (or the next **business day** if it falls on a Saturday, Sunday or holiday). Payments will be **generated** and deposits will be processed in the next weekly payment batch. Funds will be available in your bank account one **business day** after email notification. The email notification will provide the remittance information for your deposit. Terms of payment for vendors receiving payments via check are net 28 days from the closed date of the order in ATI's order management system. Payments will be **initiated** on the 28<sup>th</sup> calendar day (or the next **business day** if it falls on a Saturday, Sunday or holiday). Payments will be **processed** in the next weekly payment batch.

**Payments for Vendors not on the Vendor Portal:** The AP department processes one payment run each week. Terms of payment for vendors receiving payments via ACH are net 14 days from the date the invoice is received. Payments will be **initiated** on the 14<sup>th</sup> calendar day (or the next **business day** if it falls on a Saturday, Sunday or holiday). Payments will be **generated** and deposits will be processed in the next weekly payment batch. Funds will be available in your bank account one **business day** after email notification. The email notification will provide the remittance information for your deposit. Terms of payment for vendors receiving payments via check are net 28 days from the closed date of the order in ATI's system. Payments will be **initiated** on the 28<sup>th</sup> calendar day (or the next **business day** if it falls on a Saturday, Sunday or holiday). Payments will be **processed** in the next weekly payment batch.

**Inquiries:** All inquiries regarding payments should be submitted to the AP department using the following email address: [accountspayable@americantitleinc.com](mailto:accountspayable@americantitleinc.com). The item in question will be researched and resolved within three (3) business days if at all possible.

**Requests for payment of files older than three (3) months will not be investigated or honored.**

**Missing Checks:** If you receive information regarding a payment and you have not received the payment, contact the AP department using the following email address: [accountspayable@americantitleinc.com](mailto:accountspayable@americantitleinc.com). If the check was issued over two (2) weeks ago, the AP department will determine if the check has been cleared from the bank account. If the check still has not cleared the bank account, a stop payment will be issued and a replacement check will be issued. Any check cashed by an unauthorized party will require the vendor to complete an original Affidavit of Forgery form for ATI's bank. You will be instructed on how to process this form by the AP department.

**Acceptance by Vendor of American Title's Accounts Payable Policies: Return by fax to (866) 771-1106 or by email to [accountspayable@americantitleinc.com](mailto:accountspayable@americantitleinc.com).**

**Vendor Name:** \_\_\_\_\_

**Signature of Authorized Officer of Vendor:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

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

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

### Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

## Privacy Act Notice

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

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

# ACH Payment

American Title, Inc. pays for services rendered via ACH (Automated Clearing House). Some of the benefits of receiving payment via ACH are:

- Quicker turn-time for payment
- No deposits to make—automatically placed in the account of your choosing
- No lost checks
- One time sign-up for the service (Unless your account information changes)

The ACH method of payment does allow for your payment to be automatically deposited into the account of your choice. A separate email will be sent - providing you with the reference information for the service(s) you provided. We can reference by last name and/or invoice number.

Please fill out our ACH Agreement out **IN ITS ENTIRETY**. The following are the options for returning the completed information:

E-mail: [AccountsPayable@americantitleinc.com](mailto:AccountsPayable@americantitleinc.com)  
Fax: 866-771-1106 or 866-853-9947  
Mail: **American Title, Inc.**  
**Attn: Accounting Department**  
**PO BOX 641010**  
**Omaha NE 68164**

Please include your completed agreement, a copy of a voided check (or original if mailing). Please do not send a deposit slip.

To protect your privacy, the information enclosed on the form will only be seen by the Accounting Department of American Title, Inc., who is responsible for processing your payment.

If you have any questions in regards to the above offer, please contact Kim Iske at 402-778-4107.

**Your Tax Id and/or Social Security number must be provided in order to receive payment. Your email address is also extremely important if you would like to be notified of payment details. American Title Inc. is a SAS70 certified company. Information is treated with the appropriate level of confidentiality and security.**

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (CREDIT)**

I (we) hereby authorize AMERICAN TITLE, INC., to initiate a credit entry to my (our) \_\_\_\_\_ Checking \_\_\_\_\_ Saving account in the entity named below (Depository Institution) and authorize the Depository Institution to accept and to credit the amount of such entries to my (our) account.

**EMAIL ADDRESS FOR ACH NOTIFICATION:**

**TAX ID OR SOCIAL SECURITY NUMBER:**

DEPOSITORY INSTITUTION	CITY	STATE
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NAME THAT APPEARS ON ACCOUNT

TRANSIT ROUTING NUMBER (9 DIGITS)

ACCOUNT NUMBER

This authority shall remain in force until the loan proceeds for which this transaction is for are deposited. In the event of an error in the credit entry, the correction of which requires that a reversing (debit) entry be made, I (we) hereby authorize the Depository Institution to initiate such a debit entry in the amount of the error to my (our) account.

**CONTACT PHONE #:**

<input type="checkbox"/>	Notary	<input type="checkbox"/>	
<b>Please check one:</b>			

NAME (PRINTED):

PERSONAL / BUSINESS ADDRESS:

DATE	SIGNATURE
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***PLEASE ATTACH A VOIDED CHECK.***

**\*\*THIS FORM MUST BE SIGNED TO RECEIVE YOUR FUNDS VIA ACH.\*\***

**PLEASE NOTE:**

American Title pays for services rendered via ACH (Automated Clearing House) deposits to your bank account only. The terms of payment are net 14 days from the closed date of the order. Payment will be **initiated** on the 14<sup>th</sup> calendar day (or the next **business day** if it falls on a Saturday or Sunday date). Payments will be **generated** and deposits will be processed in the next weekly payment batch. Funds will be available in your bank account one **business day** after email notification. The email notification will provide the remittance information for your deposit.