



Thank you for your interest in Meridian Capital Real Estate!

Along with this contact sheet, please email or fax the following for your sign up: Signed copy of the Independent Contractors Agreement (all pages), W9 Form and last page of the Policy Manual with Signature- All documents are also located on the Careers page of our website. You can also fill in and sign all documents on our website with electronic signature if you prefer. Feel free to call our office with any questions or concerns (800) 729-5111. [www.MeridianCapitalRealEstate.com](http://www.MeridianCapitalRealEstate.com)

Email to: [Admin@MyMerCap.com](mailto:Admin@MyMerCap.com) or Fax to (800) 729-1132.

After sending us these forms, please log onto E-Licensing on the DRE website [www.DRE.ca.gov](http://www.DRE.ca.gov). There you can change your employing broker to Meridian Capital Real Estate Services Inc. DRE License # 01873078. Write in the brokers email as [Admin@mymercap.com](mailto:Admin@mymercap.com) and we will receive an email to confirm the acceptance of the change immediately, and you will be up and running with Meridian Capital same day!

Name: \_\_\_\_\_ Direct Phone Number/ Cell: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Personal Website: (if any) \_\_\_\_\_ DRE License # \_\_\_\_\_  
Any other contact #, if applicable: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Mailing Address: (For our files) \_\_\_\_\_  
Which Association of Realtors / MLS are you associated with? \_\_\_\_\_  
Are you signed on with CAR/NAR as a Realtor, or MLS Real Estate Agent only? \_\_\_\_\_  
Prior Brokerage Name and City: \_\_\_\_\_  
How did you hear about us? \_\_\_\_\_  
Would you like additional information on our Lead Program?  No  Yes

You are welcome to order your business cards and signs at any company you choose. We also have a portal on the agent log for pre-designed templates.

You will receive a welcome email with your agent log in shortly after your license change is confirmed. In the agent log in page you can download transaction documents, view checklists, transaction coordinator information, E&O insurance declaration page, company logo for ordering marketing material, etc. You will also get an agent website with IDX paid for by Meridian Capital- this is another free benefit. Please log into the agent log in right away and return often for updates! We look forward to working with you!

---

For Office Use Only

Extension # \_\_\_\_\_  SkySlope  Welcome Email  
 Email Forwarding-Alias \_\_\_\_\_  Website Login  Confirmation

**INDEPENDENT CONTRACTOR AGREEMENT  
(Between Broker and Associate-Licensee)**

**This Agreement, dated \_\_\_\_\_, is made between Meridian Capital Real Estate Services Inc. ("Broker") and \_\_\_\_\_ ("Associate-Licensee"). In consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:**

**1. BROKER:**

Broker represents that Broker is duly licensed as a real estate broker by the State of California, doing business as Meridian Capital Real Estate Services Inc. DBA Meridian Capital Real Estate and is a California Corporation. Broker is a member of the California and National Association(s) of REALTORS® (CAR/NAR), and a subscriber to the CRMLS, Rapittoni, Tigar, SoCalMLS, TheMLS, and MLSListings.com Multiple Listing Service(s). Broker is also a member of many other MLS Services and dozens of local board associations throughout the State of California. For a complete list of current associations and boards please contact the main office at (800) 729-5111 or view on our careers page of Brokerage Website at [www.MeridianCapitalRealEstate.com](http://www.MeridianCapitalRealEstate.com). Broker shall keep Broker's license current during the term of this Agreement.

**2. ASSOCIATE-LICENSEE:**

Associate-Licensee represents that : (i) he/she is duly licensed by the State of California as a \_\_\_ real estate broker, \_\_\_ real estate salesperson, and (ii) he/she has not used any other names within the past five years, except \_\_\_\_\_. Associate-Licensee shall keep his/her license current during the term of this Agreement, including satisfying all applicable continuing education and provisional license requirements.

**3. INDEPENDENT CONTRACTOR RELATIONSHIP:**

A. Broker and Associate-Licensee intend that, to the maximum extent permissible by law: (i) This Agreement does not constitute an employment agreement by either party; (ii) Broker and Associate-Licensee are independent contracting parties with respect to all services rendered under this Agreement; and (iii) This Agreement shall not be construed as a partnership.

B. Broker shall not: (i) restrict Associate-Licensee's activities to particular geographical areas, or (ii) dictate Associate-Licensee's activities with regard to hours, leads, open houses, opportunity or floor time, production, prospects, sales meetings, schedule, inventory, time off, vacation, or similar activities, except to the extent required by law.

C. Associate-Licensee shall not be required to accept an assignment by Broker to service any particular current or prospective listing or parties.

D. Except as required by law: (i) Associate-Licensee retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out Associate-Licensee's selling and soliciting activities; (ii) Associate-Licensee is under the control of Broker as to the results of Associate-Licensee's work only, and not as to the means by which those results are accomplished; (iii) Associate-Licensee has no authority to bind Broker by any promise or representation; and (iv) Broker shall not be liable for any obligation or liability incurred by Associate-Licensee.

E. Associate-Licensee's only remuneration shall be the compensation specified in paragraph 8.

F. Associate-Licensee, who only performs as a real estate sales agent, shall not be treated as an employee for state and federal tax purposes. However, an Associate-Licensee who performs loan activity shall be treated as an employee for state and federal tax purposes unless the activity satisfies the legal requirements to establish an independent contractor relationship.

G. The fact the Broker may carry workers' compensation insurance for Broker's own benefit and for the mutual benefit of Broker and licensees associated with Broker, including Associate-Licensee, shall not create an inference of employment.

(Workers' Compensation Advisory: Even though a Real Estate sales person may be treated as independent contractors for tax and other purposes, the California Labor and Workforce Development Agency considers them to be employees for workers' compensation purposes. According to that Agency : (i) Broker must obtain workers' compensation insurance for a Real Estate sales person and (ii) Broker, not a Real Estate sales person, must bear the cost of workers' compensation insurance. Penalties for failure to carry workers' compensation include, among others, the issuance of stop-work orders and fines of up to \$1,000 per agent, not to exceed \$100,000 per company.)

**4. LICENSED ACTIVITY:**

A. All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate-Licensee agrees to and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee, and other licensees associated with Broker.

B. Broker shall make available to Associate-Licensee, equally with other licensees associated with Broker, all current listings in Broker's office, except any listing which Broker may choose to place in the exclusive servicing of Associate-Licensee or one or more other specific licensees associated with Broker.

C. Associate-Licensee shall provide and pay for all professional licenses, supplies, services, and other items required in connection with Associate-Licensee's activities under this Agreement, or any listing or transaction, without reimbursement from Broker except as required by law.

D. Associate-Licensee shall work diligently and with his/her best efforts to: (i) sell, exchange, lease, or rent properties listed with Broker or other cooperating Brokers; (ii) solicit additional listings, clients, and customers; and (iii) otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with law.

E. Associate-Licensee shall not commit any unlawful act under federal, state or local law or regulation while conducting licensed activity. Associate-Licensee shall at all times be familiar, and comply, with all applicable federal, state and local laws, including, but not limited to, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the California Business and Professions Code and the Real Estate Settlement Procedures Acts (RESPA).

G. **PROHIBITED ACTIVITIES:** Associate-Licensee agrees not to engage in any of the following Real Estate licensed activities without the express written consent of Broker:

Property Management

Loan Brokerage / Loan Origination

Broker Authorization must be given prior to listing Associate-Licensee owned property as proper steps must be taken to ensure the transaction is covered on our Errors and Omissions Insurance Policy.

Broker's written Authorization is needed to List or Sell Properties Above a \$3,000,000.00 Purchase or Listing Price.

If Property Management or Loan Originating Activities are desired by Associate Licensee, Authorization must be in writing by the Broker and a separate Company Contract / Agreement must be signed by all parties in order to engage in Property Management or Loan Activities. Standard Residential Lease or Commercial Lease activities are authorized without additional authorization.

However, if Associate-Licensee has a Real Estate Broker's License, Associate-Licensee may nonetheless engage in the following prohibited activity(ies) only: Lawful Broker Activities, provided that (1) such prohibited activities are not done under the Broker's License, (2) no facilities of Broker (including but not limited to phones, fax, computers, and office space) are used for any such prohibited activities, (3) Associate-Licensee shall not use any marketing, solicitation or contact information that include Broker's name (including business cards) for such prohibited activities, (4) Associate-Licensee informs any actual or intended Principal for whom Associate-Licensee performs or intends to perform such prohibited activities the name of the broker under whose license the prohibited activities are performed, and (5) if Associate-Licensee is performing other permitted licensed activity for that Principal under Broker's license, then Associate-Licensee shall inform any actual or intended Principal for whom the prohibited activities are performed that the prohibited activities are not performed under Broker's license.

#### **5. PROPRIETARY INFORMATION AND FILES:**

A. All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Associate-Licensee immediately upon request or termination of this Agreement.

B. Associate-Licensee acknowledges that Broker's method of conducting business is a protected trade secret.

C. Associate-Licensee shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Associate-Licensee's association with Broker, or thereafter, any information gained for or from the business, or files of Broker.

#### **6. SUPERVISION:**

Associate-Licensee, within 24 hours after preparing, signing, or receiving same, shall submit to Broker, or Broker's designated licensee:(i) all documents which may have a material effect upon the rights and duties of principals in a transaction;(ii) any documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to Associate-Licensee; and(iii) all documents associated with any real estate transaction in which Associate-Licensee is a principal. See Policy Manual for Directions for submitting all Documents to the Broker.

#### **7. TRUST FUNDS:**

All trust funds shall be handled in compliance with the Business and Professions Code, and other applicable laws.

#### **8. COMPENSATION:**

A. **TO BROKER:** Compensation shall be charged to parties who enter into listing or other agreements for services requiring a real estate license. Standard Compensation as stated on MLS or Advertisement. Any deviation which is not approved in writing in advance by Broker shall be :(1) deducted from Associate-Licensee's compensation, if lower than the amount or rate approved above; and,(2) subject to Broker approval, if higher than the amount approved above. Any permanent change in commission schedule shall be disseminated by Broker to Associate-Licensee.

B. **TO ASSOCIATE-LICENSEE:** Associate-Licensee shall receive a share of compensation actually collected by Broker, on listings or other agreements for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities are the procuring cause.

-100% of all commission received by Broker minus broker fees, as follows:

-Broker's standard fees per closed real estate transaction side representing: \$500 or 10% (whichever is less) and \$99 Risk-Management Fee. Risk-Management Fee may be revised annually based on industry and brokerage changes to E&O Insurance and Legal Cost changes.

-Transactions with a purchase price of One Million or Over Risk Management Fee is raised by \$100.00 per \$100,000.00 over \$1,000,000.00.

-Risk Management when buying /selling Associate-Licensee owned property is \$299.00 per side.

-Dual transaction (representing buyer and seller): \$125 Per Side

-Commercial and income property over \$3 million: Contact Office – Varies based on risk

See Policy Manual for Additional Details or Optional Fees or Services.

C. **PARTNERS, TEAMS, AND AGREEMENTS WITH OTHER ASSOCIATE-LICENSEES IN OFFICE:** If Associate-Licensee and one or more other Associate-Licensees affiliated with Broker participate on the same side (either listing or selling) of a transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement.

Broker shall have the right to withhold total compensation if there is a dispute between associate-licensees, or if there is no written agreement, or if no written agreement has been provided to Broker.

**D. EXPENSES AND OFFSETS:** If Broker elects to advance funds to pay expenses or liabilities of Associate-Licensee, or for an advance payment of, or draw upon, future compensation, Broker may deduct the full amount advanced from compensation payable to Associate-Licensee on any transaction without notice. If Associate-Licensee's compensation is subject to a lien, garnishment or other restriction on payment, Broker shall charge Associate-Licensee a fee for complying with such restriction.

**E. PAYMENT:**(i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets, immediately or as soon thereafter as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Associate-Licensee. (ii) Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. (iii) Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Associate-Licensee does not have the independent right to pursue collection of compensation for activities which require a real estate license which were done in the name of Broker. (iv) Expenses which are incurred in the attempt to collect compensation shall be paid by Broker and Associate-Licensee in the same proportion as set forth for the division of compensation (paragraph 8(B)). (v) If there is a known or pending claim against Broker or Associate-Licensee on transactions for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction amounts for which Associate-Licensee could be responsible under paragraph 14, until such claim is resolved. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.

**F. UPON OR AFTER TERMINATION:** If this Agreement is terminated while Associate-Licensee has listings or pending transactions that require further work normally rendered by Associate-Licensee, Broker shall make arrangements with another associate-licensee to perform the required work, or Broker shall perform the work him/herself. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from Associate-Licensee's share of compensation. Except for such offset, Associate-Licensee shall receive the compensation due as specified above.

#### **9. TERMINATION OF RELATIONSHIP:**

Broker or Associate-Licensee may terminate their relationship under this Agreement at any time, with or without cause. After termination, Associate-Licensee shall not solicit: (i) prospective or existing clients or customers based upon company-generated leads obtained during the time Associate-Licensee was affiliated with Broker; (ii) any principal with existing contractual obligations to Broker; or (iii) any principal with a contractual transactional obligation for which Broker is entitled to be compensated. Even after termination, this Agreement shall govern all disputes and claims between Broker and Associate-Licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.

#### **10. DISPUTE RESOLUTION:**

Broker and Associate-Licensee agree to mediate all disputes and claims between them arising from or connected in any way with this Agreement before resorting to court action. If any dispute or claim is not resolved through mediation, or otherwise, instead of resolving the matter in court, Broker and Associate-Licensee may mutually agree to submit the dispute to arbitration at, and pursuant to the rules and bylaws of, the Association of REALTORS® to which both parties belong.

#### **11. AUTOMOBILE:**

Associate-Licensee shall maintain automobile insurance coverage for liability and property damage. Broker shall be named as an additional insured party on Associate-Licensee's policies. A copy of the endorsement showing Broker as an additional insured shall be provided to Broker.

#### **12. PERSONAL ASSISTANTS:**

Associate-Licensee may make use of a personal assistant, provided the following requirements are satisfied. Associate-Licensee shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement, including, but not limited to, compensation, supervision and compliance with applicable law. The agreement shall be subject to Broker's review and approval. Unless otherwise agreed, if the personal assistant has a real estate license, that license must be provided to the Broker. Both Associate-Licensee and personal assistant must sign any agreement that Broker has established for such purposes.

#### **13. OFFICE POLICY MANUAL:**

If Broker's office policy manual, now or as modified in the future, conflicts with or differs from the terms of this Agreement, the terms of the office policy manual shall govern the relationship between Broker and Associate-Licensee.

#### **14. FICTITIOUS BUSINESS NAMES AND LOGOS:**

While affiliated with Broker, Associate-Licensee shall use Broker's name "Meridian Capital Real Estate Services Inc." or distinctive logo on signage, stationary, websites, and/or any other marketing materials. Associate-Licensee agrees that Broker retains exclusive rights to the "Meridian Capital Real Estate Services Inc." trademark logo and graphics. Associate-Licensee agrees to discontinue the use of the Meridian Capital Real Estate Services Inc. trademark logo and graphics immediately upon the termination of this Agreement. DBA of "Meridian Capital Real Estate" may also be used as it is registered with the Department of Real Estate. If a separate DBA / FBN is registered and able for the agent to use, the agent may not have this name registered in any county or state as the FBN owner or authorized signer; nor may agent open a bank account in one of Meridian Capital Real Estate's DBA's or any name similar.

#### **15. INDEMNITY AND HOLD HARMLESS; NOTICE OF CLAIMS:**

A. Regarding any action taken or omitted by Associate-Licensee, or others working through, or on behalf of Associate-

Licensee in connection with services rendered or to be rendered pursuant to this Agreement or Real Estate licensed activity prohibited by this agreement: (i) Associate-Licensee agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees, arising therefrom and (ii) Associate-Licensee shall immediately notify Broker if Associate-Licensee is served with or becomes aware of a lawsuit or claim regarding any such action.

B. Any such claims or costs payable pursuant to this Agreement are due as follows: \_\_\_ Paid in full by Associate-Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums, or X In the same ratio as the compensation split as it existed at the time the compensation was earned by Associate-Licensee. Payment from Associate-Licensee is due at the time Broker makes such payment and can be offset from any Compensation due Associate-Licensee as above. Broker retains the authority to settle claims or disputes, whether or not Associate-Licensee consents to such settlement.

#### **16. DEFINITIONS:**

As used in this Agreement, the following terms have the meanings indicated:

A. "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be Brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.

B. "Compensation" means compensation for acts requiring a real estate license, regardless of whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.

C. "Transaction" means a sale, exchange, lease, or rental of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

#### **17. ATTORNEY FEES:**

In any action, proceeding, or arbitration between Broker and Associate-Licensee arising from or related to this Agreement, the prevailing Broker or Associate-Licensee shall be entitled to reasonable attorney fees and costs.

#### **18. ENTIRE AGREEMENT:**

All prior agreements between the parties concerning their relationship as Broker and Associate-Licensee are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final and complete expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended, modified, altered, or changed except by a further agreement in writing executed by Broker and Associate-Licensee.

#### **Broker:**

By: \_\_\_\_\_  
**Managing Broker – Lauren Bradshaw**  
**Meridian Capital Real Estate Services, Inc.**  
**DRE#01873078**  
**(800) 729-5111 – Main Office**  
**(800) 729-1132 –Fax**  
**Admin@mymercap.com**

**7365 Carnelian Street Suite 207**  
**Rancho Cucamonga, CA 91730**

**www.MeridianCapitalRealEstate.com**

#### **Associate-Licensee:**

By: \_\_\_\_\_  
**Associate-Licensee Signature**  
**Name: \_\_\_\_\_**  
**DRE License #: \_\_\_\_\_**  
**Contact #: \_\_\_\_\_**  
**Contact Fax#: \_\_\_\_\_**  
**Email: \_\_\_\_\_**  
**Address: \_\_\_\_\_**  
 \_\_\_\_\_

**A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

# Meridian Capital Real Estate Services Inc.

## Office Policy Manual

### About the Company

The Company is licensed by the Department of Real Estate under the following name: Meridian Capital Real Estate Services Inc. The brokerage is a member of the National Association of Realtors and California Association of Realtors. DBA registered with the DRE as Meridian Capital Real Estate.

### Policy Manual

The purposes of this policy and procedure manual are to establish a uniform system of daily conduct by and between us when dealing with each other, other members of the Company, our clients and members of the public. Responsibilities - You are responsible to work in accordance with Company policies and procedures. Your failure to comply with the policies and procedures within this manual may result in your termination from this Company. Changes in Manual - This Policy manual may be changed from time to time by the Company. Changes can be made at any time and will be distributed periodically through the Company's web site and all member e-mail list. The policies on-line at any time represent the Company's current Policy Manual. Exclusions from the Manual - This Manual applies only to salespersons, and does not apply to Company staff employees. Conflict with Salesperson/Broker Independent Contractor Agreement - In the event of a conflict between this Policy Manual and your Salesperson/Broker Independent Contractor Agreement, the terms of this Policy Manual shall prevail.

### Independent Contractor Relationship

Independent Contractor - You have signed an Independent Contractor Agreement with the Company and are associated with this Company as an Independent Contractor. You do not have an employee-employer relationship with this Company. You are considered to be an Independent Contractor for tax purposes and will receive a 1099 at the end of each calendar year. The Company will NOT withhold taxes or Social Security from your compensation. Payment of taxes and Social Security contributions are your responsibility. You are also considered an independent contractor for purposes of Unemployment Insurance. You are not subject to the minimum wage laws. The Company will provide Worker's Compensation insurance for Broker's own benefit.

-At-Will Status - You are associated with the Company for an unspecified term on an at-will basis. Except where it is otherwise expressly agreed in writing with the Company, either party may terminate your association at any time with or without cause or reason.

### General Office Procedures

DRE License and Requirements - You are required to maintain a valid California real estate broker or salesperson license in good standing while associated with Meridian Capital Real Estate. If your license expires, you may not engage in any activities on behalf of the Company for which a real estate license is required. The Broker may designate another Company salesperson to handle your prospects, listings and transactions during any time your license lapses, and allocate such reasonable compensation to that salesperson for work performed.

-Your Company's Broker is charged by California law to review, supervise and manage the activity of all salespersons. The Broker may rely on management and staff support to perform this function. You are expected to cooperate with Broker's assistants in the handling of files, documents and procedures in accordance with this Policy Manual and California law. We use a transaction upload system on our agent login to upload all documents for office review and storage. You can view demo's for the upload system- SkySlope at [www.SkyslopeDemo.com](http://www.SkyslopeDemo.com). If you forgot your skyslope username or password please contact the office.

-It is your responsibility to keep current on changes in industry practices and to take advantage of available education and training programs to maintain your professionalism and your ability to properly represent your clients. It is also your responsibility to obtain all Continuing Education courses so as to renew your license in a timely manner. We urge you to take advantage of the many training sessions offered through the Realtor Association you are a member of locally. As a Realtor you also have free access to the legal hotline, if in doubt, always disclose everything and confirm the law with the legal hotline as needed.

-The brokerage uses a paperless upload program for delivering all transaction documents to the brokerage

office. All signed documents are to be emailed or uploaded to the paperless transaction document program – Skyslope, within 24 hours of execution. DRE requires the office to have copies of all documents and disclosures for each transaction.

#### Company Business Hours

Direct Broker's support is available Monday through Friday 9am-5pm. You can contact the main office at (800) 729-5111 or via email at admin@mymercap.com. All voice messages will be emailed to the broker and support staff for a response. Emergency Support can be requested on weekends by calling the main office line or direct to Broker at (909) 510-0557 or Support Staff at (949) 500-8777. All support requests will be responded to within 24 hours, but typically an immediate response can be given. Email is preferred contact method.

#### Business Cards and Signs

You can order your company business cards and signs through any printing company of choice. We have pre-designed business cards and signs on the agent log in of our website. If you use your own company to order signs and business cards, you need to follow the rules provided in this manual under "Advertising" section. BE AWARE: Certain municipalities, housing developments and Homeowners' Associations have strict guidelines, rules, and ordinances regarding the size and placement of signs. You must determine whether or not the Company's sign and its placement will conform to these requirements BEFORE installation. You are responsible to have the sign removed immediately once the listing expires or the property sale is closed. Business Cards and all flyers, emails and all points of contact with clients and prospective clients MUST include the license number. We have pre-designed Business Card and Sign Company information on the agent log in.

#### Company Changes and Updates

The agent log in must be logged into to see all legal and company policy updates. The agent log in is a great source for answers to basic admin support, to contact the brokerage office and obtain resources for running your real estate business. The agent log in is also where you can change your website IDX, update your profile, obtain leads and upload documents for broker review. You will also be sent periodic email updates from the brokerage office on a monthly or quarterly basis. You are authorizing Meridian Capital Real Estate to create you a free website for use online and to market your name and contact information for real estate business purposes within our company.

#### Professional Conduct

As a member of the National Association of REALTORS®, you are expected to be familiar and comply with the Code of Ethics. By signing this policy manual you are confirming that you have read and understand all CAR / NAR code of ethics and regulations. You must also understand all HUD / Fair Housing rules and regulations and agree to abide by these regulations at all times. Agents are responsible to keep all rules and regulations pertaining to the MLS. No listings may be put onto the MLS without first being uploaded onto the paperless upload system for broker review.

#### Working Place

Our Company does provide open office space for our agents during office hours if needed. Company does not provide personal computer or office supplies to agent. As you are an independent contractor, it is permissible to work from your home, own leased office, home office, car or other places. However, remember that the Broker is required to supervise your activity. Be sure that all files and documents that you work on are in safe place and can be represented to Broker in 24 hours. You must to be reachable by phone, fax, email and regular mail and respond to voicemails within 24 hours. You need to provide us an address of your office or home. Company does provide agents with extension forwarding and Forwarding Email Address at no cost to agent. If agent uses the office address for meeting clients, agent is responsible for all material, laptop etc as needed. Agent will be responsible to reimburse brokerage for costs on needed shipping etc as needed by the agent.

#### Alcohol and Drugs

Possession, use, sale or being under the influence of alcohol or drugs on or off company premises while conducting Company business is prohibited. Use good judgment. NEVER DRINK AND DRIVE.

#### Professional Associations

Multiple Listing Service - The Company is a member of many local Multiple Listing Services (MLS). The full list

of association/MLS where Company maintains membership is available on our Company website via the agent log in. As an associate with this Company, you can join the MLS as well. Please notify the broker if you want to join an association we are not currently a member and we can look into joining that association as well. There are many associations that service each MLS, we are part of an association for each MLS so that you can join or transfer to the association we are part of to gain MLS access for your area.

-As an MLS member, you are required to be familiar with, and adhere to, the rules and regulations of the MLS. A copy of those rules and regulations are on file in the office or through the MLS. If you fail to comply with those rules and regulations, or fail to pay your MLS bill when due, you and/or the Company may be fined, suspended or expelled, and your listings may be removed from the MLS. You will be responsible for payment of any and all fines levied against you and/or the Company resulting from your noncompliance. Furthermore, your noncompliance may result in your termination from the Company. Any fee's Company must pay due to your non-payment while your license is under our brokerage must be immediately repaid by agent. Any balance due will be deducted from commissions if needed.

#### National, California and Local Associations of REALTORS®

Membership is billed annually through your local association of REALTORS®. NAR/CAR has many benefits including Zipforms, the CAR Free Legal Hotline, ZipVault, DigitalInk and many other benefits.

#### Fees and Commissions

All fees and commissions must be made payable to Meridian Capital Real Estate. You will be paid out of the fees and commissions earned by you, and for which you are the procuring cause, based on the terms mentioned in your Independent Contractor Agreement. If agents has uploaded all files onto Skyslope or if agent is using the company in house transaction coordinator to manage their file (as the TC will upload to Skyslope for you) ; Broker can authorize agents' direct payment from escrow to agent. (Checklists can also be found on the agent log in in paperform for print or via Skyslope) A separate check would be issued to company for Broker and Risk Management fee. The authorization form to request for brokers signature and submission to escrow can be obtained on the agent log in. Please fill out this form if your file is complete prior to close and fax, email, or upload to the office. Please remember we cannot authorize your commission to be paid until we have your entire file with all forms fully executed by all parties. It is the agents' responsibility to insure fully executed files; agent should hire the Transaction Coordinator if they are unable to organize the files appropriately. The in house transaction coordinator will organize and collect all signatures from the parties, arrange inspections etc, and will also send agent a CD at the close of escrow with the entire transaction for your records.

-The brokerage will set up direct deposit for agents instead of mailing payments after receiving all checklist items, if not being paid through escrow. If you want to use direct deposit please request the form from the office and allow up to 2 weeks for activation; from then on we can pay you direct for next day direct deposit free of charge.

-Meridian Capital can add a personal Fax Line which emails directly to you, and includes fax out features. If you would like your own personal fax or phone line which forwards to your email or personal phone please call the office for details. The cost is \$10 per month. Having your own personal fax or phone number is not a requirement. Our current extension system does offer all of our agents a free fax out feature via email.

-Through our paperless upload system they offer a digital signature feature integrated into the system, which they do not charge for the first 2 months so that you can see if you like their software, thereafter the digital signature feature costs only \$10 monthly, or \$8 monthly is paid for the year in advance... this is an optional feature. At a cost less than DocuSign with the same great features we feel it's beneficial and cost effective. Please let the office know if you would like us to purchase this feature for your account.

#### Bank Accounts

You may not open a bank account with the company name or similar name or any company DBA. Legal action will be taken against agents fraudulently processing commissions and company funds. If you are using a company registered DBA, all commissions are to be sent to the main office for processing; agents and associate brokers may not have a bank account with any of the company DBA's. Any allowed "Branch Offices" must still have closing files and commissions addressed to the main company address in Rancho Cucamonga, CA. It is illegal for agents to be paid for any licensed activity direct; you must be paid through the broker. If you get a check written out in your name please notify the office and we will get the other broker or client to replace it as needed.

#### Tax Reporting

At the end of each calendar year or as soon thereafter as possible, the Company will provide you with an

Internal Revenue Service Form 1099 setting forth compensation paid to you. Your income earned and expenses incurred have significant tax consequences. You are encouraged to get competent independent tax advice and keep accurate records of earnings and expenses.

#### Deductions

All expenses of any kind incurred by you with the Company; or incurred by the Company on your behalf, including unpaid draws and advances, expenses for advertising, supplies, signs, etc., and/or any such expenses that you have agreed to pay the Company but have not paid in accordance with Company policy, will be deducted from the next commission payments due you. Agents are to pay their own advertising costs if they so desire, including their own signs and business cards. Company does not pay agents CAR/NAR dues nor MLS or Association Fees.

#### Trust Fund Handling

As a regular part of the real estate business, you will receive funds on behalf and for the benefit of others, i.e. "trust funds." The Department of Real Estate Reference Book defines trust funds as "money or other things of value that are received by a Broker or salesperson on behalf of a principal or any other person, and which are held for the benefit of others in the performance of any acts for which a real estate license is required." The most common types of funds are earnest money deposits. Improper trust fund handling may lead to civil, criminal and Department of Real Estate action against you and the Company. Remember, you are handling someone else's money. You are generally required to deposit trust fund money not later than the third business day after receipt, unless specifically authorized to hold the funds un-cashed.

When you representing a buyer you must ensure that earnest money deposits are made payable directly to escrow and reported to Broker. The CAR Purchase Agreement has an option to check that earnest deposit is to be paid directly to escrow from buyer. **IT IS ILLEGAL AND UNPERMISSIBLE TO RECEIVE FUNDS IN YOUR PERSONAL NAME OR ACCEPT CASH PAYMENTS FROM CLIENTS.** If you are responsible for getting the check made out to Escrow into the hands of the escrow company. Always be sure to get a receipt when giving escrow the check with the escrow number, check number and property address and upload receipt and check copy to Skyslope. Best practice is to indicate on the purchase agreement that the buyer will send the check to escrow once opened.

#### Buyers Deposit Trust Ledger

Even though we do not use a company trust account, and instead have all offers state the buyer will give escrow the deposit within 3 days...according to DRE guidelines we must still keep a ledger of any deposits that are in the hands of our agents. Even if the buyer gives you a check made out to "escrow" for making offers and brings a different check into escrow once an offer is accepted, we still need to write down the check information on a ledger for our main office compliance. Please email, fax or upload to our Skyslope account a copy of any check you have in your possession, no matter who it is made out to; to the main office within 24 hours.

#### Company Loan and Escrow Division

If using company loan or escrow division, the use of this in house relationship must be disclosed and the appropriate form signed by all parties. This disclosure will be included in the escrow instructions from our escrow division.

#### Identity Theft

Identity theft is a growing concern. So, it is essential that you treat with care and confidentiality all files containing names, addresses, phone numbers, social security numbers, credit card information or any other personally identifiable information. You must assure that any files containing such information that remain in your possession be kept in a secure location and disposed of properly. Keep files in a locked file and be sure to shred papers with private information for disposal.

#### Safe Driving

You are expected to keep your automobile in a clean, properly maintained, and safe operating condition at all times. Remember: You are responsible for damage or injury caused while driving. It is your obligation to drive in a safe, responsible and alert manner.

#### Personal Transactions

You may buy or sell property for your personal account subject to the same Broker's fee like a regular

transaction; the only additional charge is the Risk Management Fee as our E&O insurance rates raise with personal agent transaction. Please see the attached Non-Standard Fees addendum. All agent owned transactions are required to have a buyer's home inspection performed and a 1 year home warranty purchased by the buyer, or purchased for the buyer.

-You must disclose in writing that you are a real estate licensee whenever you buy or sell property in which you have an ownership interest, or where you have a special relationship with a buyer, or where there is a possibility that you could acquire indirectly a financial or legal interest in the property. Be sure to write this disclosure on the MLS and also have a separate disclosure signed by all parties. If in doubt- Disclose.

#### Vacations

As an Independent Contractor, you are entitled to schedule vacations. However, if there is any pending transaction, please advise the Broker of your vacation schedule and how any pending business will be handled in your absence.

#### Anti-Trust Guidelines

Do not engage in any verbal or written conversations with agents or brokers with other companies regarding: The setting of commissions, charges or other fees to the public; Boycotting or not doing business with a particular competitor.

#### Transaction Coordinators

Our company provides a transaction coordinator (T.C.) service. There is no requirement to use our Transaction Coordinator but if you are not using our T.C. you are liable for the transaction file as completed and matches all Company requirements. Our coordinator charges a very reasonable fee and knows all company policies and procedures. The fee is only \$295.00 and you will automatically have authorization sent to escrow for your direct commission payment from escrow or direct deposit from our office.

#### Risk Management Fee –AKA: E&O Fee.

Each year, the Company shall separately establish and publish the amount per transaction to be paid by all salespersons, as a Risk Management Fee. This Fee will be used by the Company to offset the costs of the Errors & Omissions insurance; settlements, judgments, and legal fees and costs of claims and litigation; and other risk management costs. We will not raise this fee unless required and as always do everything we can to keep our agents costs low and benefits high.

#### Recruiting other agents

Meridian Capital Real Estate would be delighted if you would invite other agents to join. We will pay you a \$300.00 referral fee dispersed into three one hundred dollar checks upon referred agents first three closings with the brokerage.

#### Proprietary Information

Treat all client information as confidential and proprietary. You have a fiduciary duty to your clients and must never use any information learned during the course of your representation of your clients in any manner adverse to their interests. Be careful not to mention client's personal information on websites, blogs or social media outlets to protect their privacy.

#### Fair Housing

The Company is committed to equal opportunity, fair housing and complying with all applicable local, state and federal fair housing laws. To that end, we do not discriminate on the basis of any arbitrary classification, including, but not limited to the following: Race, Color, Religion, Sex, Handicap or disability, Familial status, National origin, Sexual orientation.

#### Agency Relationships and Duties

Recognized Forms of Agency - The Company generally recognizes two forms of agency:

Single Agency (Seller's Agent exclusively or Buyer's Agent exclusively)

Dual Agency - If the Company has the listing, we represent the seller only, unless you or another licensee working for the Company also brings in the buyer, in which case the office represents both the buyer and the seller and is a dual agent.

-If the Company is working with the buyer and does not have a listing agreement with the seller, we represent the buyer exclusively.

-Remember, the agency relationship is created through the Broker. If you have listed the property and

another salesperson from this Company brings an offer from a buyer, a dual agency will be created. DA form is required.

-Dual agency must be further disclosed. Company policy is that all Zipform agency disclosures be signed by all parties and also that a separate addendum be signed by all parties disclosing the dual agency, if applicable. Disclose and have signatures to back it up.

-Dual Agency DA Zipform would also be used if you are representing more than one buyer interested in the same property.

#### Duties and Standards of Conduct

When you represent a principal in a transaction you have a fiduciary duty to that person. This means you have a duty of utmost care, integrity, honesty and loyalty in dealings with that principal. In addition, a listing agent owes the buyer, and a buyer's agent owes the seller the following duties: Honesty Good faith and fair dealing

-Disclosure of known facts materially affecting the value or desirability of the property that is not within the diligent attention or observation of the parties. The exercise of reasonable skill and care in performance of your duties. You should only list or sell properties in areas of your expertise and knowledge, in areas you are familiar with. If you are selling in an out of area location you may not know material information in regards to neighborhood or city regulations that may affect the sale and can lead to future legal complaints.

#### Agency Disclosure Requirements

You must provide a statutory disclosure form entitled "Disclosure Regarding Real Estate Agency Relationships" (California Association of REALTORS® form AD or similar form) in every applicable transaction.

-If you represent the seller, you must provide the disclosure form to the seller BEFORE entering into the listing agreement. Inform the seller of our policy regarding agency as set forth above. If you represent the buyer, the law requires that you must provide the buyer with an agency disclosure as soon as practicable BEFORE executing an offer to purchase. When you present an offer and this office is not the listing agent, you must also provide a new agency disclosure to the seller as soon as practicable BEFORE presenting an offer. Delivery of the disclosure to the listing agent is generally sufficient.

#### Taking Listings

California law requires that a compensation agreement be in writing and signed by the party to be charged in order to be enforceable. Never put a house on the MLS until you have a fully executed listing agreement! If someone signs on behalf of another, you must have written evidence of the authority to act, such as a power of attorney or letter of administration.

-If the property is in escrow, make sure the listing does not expire before close of escrow. Get all modifications or extensions in writing. All listings are taken in the name of the Company, which reserves the right to reassign the listing upon request of the seller, or if the listing has not been handled properly.

All files are due at the close of escrow for your commission to be paid; although it is company policy for each new listing to have fully executed contracts and disclosures uploaded to Skyslope within 24 hours of execution. Also upload a copy of the MLS print out showing Active. Skyslope has a basic checklist to upload as you go, also upload any additional forms you used in the transaction not listed as conversation log, copies of important emails, addendum, etc.

-Listing brokers are to 1099 the selling office for the commission they make on each transaction. Please obtain a W9 form from the selling brokerage on all listings and turn in via Skyslope Upload.

#### Negotiating Commissions

The commission paid by principal is negotiable, and should always be in writing. You will receive 100% commission minus the Company charges for services per closed transaction.

#### Conducting Open Houses

Open houses are a great way to expose your listing for sale and to meet prospective buyers. Plan your open houses in advance. Be sure they are advertised. In order to assure a successful open house, follow these guidelines: Prepare and take sufficient property flyers and information about you and the Company.

Prepare and take a list of comparable sales and properties for sale in the immediate area of the open house.

Suggest that the sellers not be present and that they lock away all valuables that could be targets of theft.

Place your A-Frames in strategic, but permissible, locations. Open the house, turn on the lights, and make the house look fresh and inviting. Have a sign-in sheet. Greet visitors in a friendly manner. Be aware of your personal safety. Let someone know where you are and have a plan if a visitor starts to make you feel

uncomfortable or threatened. Accompany the visitors through the property, especially in furnished properties. When the open house is over, close up the home, making sure that all doors and windows are locked.

### Showing Properties

Whenever possible, preview a property before showing it to prospective buyers. If you are familiar with the property you will be more effective when showing it to your client. Also, you may find that despite contrary representations, the property really is not suitable after all. Your time and your client's and the seller's time is valuable, don't waste it: Whenever possible, call the listing agent to alert the seller before showing. Give the seller reasonable time to make the property ready for you and your client. Listing agents should give the seller an estimated time frame within which you expect to arrive. Be prompt. If you will be considerably late, call the seller. If you have not heard from the seller before arriving, or if you are using the lockbox, go to the door first without your client. If the seller is home, explain the situation and ask for access. Remember, be respectful. When using a lockbox, always ring the doorbell and/or knock loudly several times and allow time to respond. Enter the property first and verify no one is there. Open curtains and turn on lights as necessary.

-Allow sufficient time for your clients to view each room and the property. Be mindful to look for any potential "red flags" about the property. (Disclosure) Do not leave your clients unattended in or on the property. You don't want to be blamed if any items are missing from the property later. When you are finished, leave your card inside the property in a conspicuous place, and return the property to its original state (turn off appropriate lights, reset any alarms and lock the doors). If for some reason you don't show the property, call the listing agent as soon as possible to cancel. For listings be sure to know your association / MLS rules in regards to the lockboxes permitted, signage requirements etc.

### Drafting and Negotiating Contracts

When preparing an offer to purchase on a purchase agreement form, or completing an addendum or counter-offer form:

-A. Fill in all blanks or place a line through them.

Review any written sentences or paragraphs to see if they can be clearly understood by someone who is not familiar with the discussions you may have had with your client.

Review this document in light of all prior offer terms, addenda and/or counter-offers to make sure that there are no ambiguities or conflicts between the various terms.

Review the document to be sure it reflects your client's wishes prior to asking them to sign.

-B. Remember, as a listing agent, you must present all offers to the seller, even if the property is in escrow, unless the seller has given you written instructions to the contrary. Upon receiving the offer, review it thoroughly for completeness, accuracy and clarity. Pay close attention to time limits set out in the offer, ESPECIALLY the time within which the seller must respond. Make an appointment as soon as possible to present the offer.

-C. As with all contracts, you must obtain all parties' signatures. If a party signs on behalf of another, you must have evidence of that person's authority to do so in writing. If you must present an offer missing a signature, you must disclose this fact to the seller or listing agent. Be sure to condition the offer on obtaining any missing signature(s).

-D. If your clients receive a counter-offer, be sure the terms are clear and complete. Be sure to review it against the original offer to purchase and all previous counter-offers. Act expeditiously to present the counter-offer for consideration, signature and timely delivery to the other agent.

- Never cross out paragraphs or sentences from the CAR forms. Check whether or not the items applies and if needed add a separate addendum changing the terms of the contract if a sentence or paragraph in the CAR Zipform does not apply.

### Referral Fees

The Real Estate Settlement Procedures Act (RESPA) prohibits the payment of cash or anything of value from one settlement provider to another settlement provider (real estate agent, lender, title company, etc.). One exception is between real estate brokers for the referral of clients, in which case referral fees may be paid or received. You may not receive or pay gifts or monies to third party providers for referrals. You are able to give gifts or rebates of money to your clients. You can offer buyers or seller rebates out of your commission; brokerage fees and 1099 information are calculated on the gross commission amount.

### Broker Review –File Requirements

Your files are a record of every event relative to your dealings with your client on a listing or sale transaction. You must retain copies of all listings, deposit receipts, cancelled checks, trust records, and other documents

executed by you or obtained by you in connection with a real estate transaction, whether the sale is consummated or not. You must maintain a neat and orderly file on every listing and sale on which you work. All files are the property of the Company and are to remain either in your possession or the Company's possession until the file is closed. All closed files will be promptly returned to and remain with the Company for storage. All files will be held in storage a minimum of three (3) years in accordance with real estate law after which time they may be destroyed in accordance with the Company's document storage policy. You can upload all complete and fully executed documents and files in the company SkySlope account, this is a free benefit to Meridian Capital agents. Skyslope provides free support for all Skyslope upload questions you may have. If you do not use the transaction management online program, files must be mailed to the office address as one complete file. You may also email complete files all at one time to Admin@mymercap.com. Uploading to Skyslope the always preferred and will get a much shorter turn around time for review.

### Get It In Writing!

As a general rule, all agreements must be in writing. If in doubt...Disclose! In fact, if you don't have a written agreement with the principal, you may not receive your commission. If you discuss anything with any party or another broker/agent, always confirm your discussions and understanding with a written follow-up to that party or broker/agent. Never sign anything on behalf of your client, another agent, broker or anyone else. If in doubt...Disclose in writing and obtain a signature. Add any additional written addendums and disclosures with your closed file for storage. It is always a good idea to follow up with phone calls with your clients and third parties with emails stating the items discussed, so that you will have it in writing and be sure there was no confusion. Get it in writing, and always disclose. E&O and liability insurance does not cover fraud and misrepresentation.

### Do Not Use Outdated Forms

Always use current forms. Keep your on-line forms database (such as WINForms®, Zipforms) up to date.

### Personal Assistants

Generally, as your business increases, you may find hiring a personal assistant to be helpful. In hiring a personal assistant, you become an employer and have employer responsibility in that relationship. Interviewing, hiring and contracting with the assistant will be solely up to you. You agree that any assistant you hire will be required to abide by this Policy Manual. Any compensation due the assistant shall be arranged between you and your assistant, and will be your responsibility.

-Unlicensed Assistant - Unlicensed personal assistant may not engage in any activity which requires a real estate license. The Company shall never be obligated to pay your personal assistant.

-Salesperson - Personal Assistant Contract

You are required to have a written agreement with your personal assistant that expresses the nature of the relationship and each party's duties and responsibilities.

### Workers Compensation

No Workers Compensation insurance is provided by the Company for assistants hired by agents. Agents who hire assistants shall be responsible for providing Workers Compensation insurance for those assistants where required. Agents should discuss this situation with Workers Compensation insurance

Representative, and/or check out the State of California Division of Workers Compensation website at <http://www.dir.ca.gov/dwc/>

### Advertising Guidelines

All advertising must be approved by the Company before your placement or use. Anytime you advertise property you must include the term "Broker," "agent," "licensee" or "REALTOR®." Legal and Ethical Considerations - As an associate and licensee, you have both a legal and ethical obligation to be truthful when advertising property or services. All advertising must comply with all state and federal advertising requirements as well as the NAR Code of Ethics. Any false or misleading advertisement will immediately be withdrawn by the Company. Legally, you may be held liable for fraud, intentional misrepresentation, or negligent misrepresentation if you make material false statements or material omissions in an advertisement. Additionally, you may face disciplinary action from the Department of Real Estate.

-Company Name and Logos - The Company's name and/or logo must be included in all advertisings. The logo is available for download on the agent login.

-REALTOR® Trademark - The use of the name REALTOR® must be used in compliance with the National Association of REALTORS® guidelines governing the use of that name and mark. Those guidelines are available on-line at: [www.realtor.org](http://www.realtor.org).

### Telephone: Do-Not-Call Compliance

You are required to comply with the do-not-call laws which generally prohibit "telephone solicitations" to residential and cell phone numbers registered on the National Do-Not-Call Registry. A. You may not call anyone at their home or cell phone number if listed on that Registry unless an exemption applies. Exemptions include written permission or an established business relationship in the past 18 months. B. Cold Calling: You are encouraged to explore cold calling as a method of business promotion, but you must comply not only with the do-not-call rules, as well as other cold calling requirements as follows: 1. You may not call a residence before 8:00 AM or after 9:00 PM. 2. You must provide the called party with your identity and telephone number where you may be contacted. 3. You may not call any emergency lines, health care facilities, radio common carrier services (cellular or paging services) or any service for which the called party will be charged for the call. C. It is your responsibility to adhere to this policy and will be solely responsible for any violation, including any fines, penalties, damages recovered, settlements or attorney's fees and costs.

### Fax Advertising

There are state and federal laws prohibiting faxing to recipients with unsolicited commercial advertisements or solicitations. Exemptions include prior permission or an established business relationship.

### Fair Housing

The Company is committed to equal opportunity and fair housing in all of its advertising. Be aware that the selective use of words, phrases, symbols, visual aids and media in the advertising of real estate may indicate preferences held by the advertiser and lead to allegations of discriminatory housing practices. Words or photographs in a real estate advertisement which indicate a particular race, color, sex, handicap, familial status or national origin are considered likely violations of the Federal Fair Housing Act and may not be used in Company advertisements.

### Policy Against Harassment

Company Policy - It is the policy of the Company that its employees, associates and visitors be free of harassment. Harassment is damaging to morale, serves no legitimate business purpose, is unlawful, and exposes the Company and the individuals involved to significant legal liability.

-Enforcement - If you believe that you have been harassed, please bring the problem to the attention of the Broker. You do not have to put your complaint in writing, but it is helpful to provide details about dates, times, places, and witnesses to the harassment. All complaints will be investigated promptly by designated Company management. If your complaint of harassment is found to be totally and completely without basis, appropriate measures may be taken against you.

### Litigation and Claims Handling

General - You are required to: A. Promptly notify your Broker of any claim or potential claim made against you and/or the Company, including any demand received by you for money or services alleging a negligent act or omission; any notification of the commencement of a lawsuit, arbitration or mediation process; or any written or verbal notice or threat that anyone intends to hold you and/or the Company responsible for any alleged wrongdoing. B. Cooperate with the Company in the defense of a claim. C. Promptly pay to the Company any amounts due hereunder upon notice to you from the Company.

### Legal Defense

A. When a claim or demand is made, or a lawsuit or other action is filed, against either you or the Company by a third party which alleges any breach of any duty, error or omission, or negligence in the performance of "Professional Services," as that term is defined in the Company's Errors & Omissions Policy of Insurance, for activities covered by the Insurance Policy, then the Company shall defend the claim, and the cost of such defense shall be allocated as set forth herein.

B. The Company has the right to make all decisions concerning the defense of the claim, including choice of counsel. In the event you object to any decision made by the Company, you may obtain your own attorney at your own expense; however, you shall not be relieved from the obligation to pay your portion of the cost of the claim as set forth herein.

-Allocation of Costs of Defense - Brokerage shall pay deductible for E&O insurance claims on defense claims.

A. Except as provided below, the cost of defense of the claim, or to defend or protect against any potential or possible Claim where the Company or you are not involved as a party, including attorney's fees, and the cost of any settlement or a judgment (collectively the "Costs of Defense"), shall be allocated between the Company and you in the same percentages as per your Independent Contractor Agreement or prospective transaction

that led to the Claim, whether or not the transaction actually closed.

B. You shall be responsible for all Costs of a claim if you fail to follow any law, regulation or Company policy as set forth in this Policy Manual, and that failure results in a judgment or other final adjudication based on that failure. E&O insurance does not cover any types of Fraud!

C. You shall be solely responsible, and shall reimburse the Company, for all of the Company's Costs of Defense if a judgment or other final adjudication on any claims adverse to the Company and/or you:

1. Establishes that dishonest, fraudulent, criminal, or malicious acts, errors or omissions were committed; or
2. results in a finding of intentional tort, slander, defamation or any conduct which leads to the imposition of punitive, exemplary or multiple damages, or fines or penalties; or,
3. establishes discrimination on the basis of race, creed, religion, ethnic background, national origin, age, sex, handicap, familial status, physical disability, sexual preference, or any other unlawful classification; or,
4. results in a finding of pollution or any wrongful act in connection with any such pollution, including the discharge release or escape of any hazardous materials as defined in the Insurance Policy; or,
5. Result in a finding of any liability for claims for damage to property or death or injury to persons arising out use, removal or exposure to goods or products, in any form, composed in whole or in part of lead, asbestos or asbestos related materials.

#### Disputes During Escrow

If a dispute arises during an escrow between seller, buyer, the cooperating broker and/or the Company:

A. Which cannot be resolved by negotiations between the parties and the agent(s) involved; and

B. The Company determines that it is in the best interest of the Company to resolve the matter during escrow rather than risk a potential claim or litigation after close of escrow; then Company Broker has the right to negotiate a resolution of the dispute which may involve a reduction in the commission to be received, or a credit given to one of the parties. In that event, and regardless of actual Company or agent liability or responsibility in the dispute, the agent(s) and the Company will participate in the commission reduction or credit pro rata.

#### Agent-Owned Property

Any property in which you have, or will acquire, an ownership, financial or other legal or other interest, is "Agent-Owned Property." The Company's E&O Insurance Policy governs coverage of the sale or purchase of any Agent-Owned Property. In any sale or purchase of Agent-Owned Property not covered by the E&O Insurance Policy, you shall be solely responsible for costs of defense, settlement or judgment on any claim, suit or action of any nature arising therefore.

In the event you are selling or purchasing Agent-Owned Property, you must:

A. Notify the Broker in advance;

B. Obtain, in advance, your Broker approval of all marketing material and disclosure documents; any purchase contract provisions prior to their execution; and any correspondence or other writings that pertain to the purchase or sale;

C. Not representing buyers or prospective buyers in the sale of Agent's Property; contact agent for authorization information and disclosure addendums.

D. Notify the Broker immediately in the event that any of the Company's agents writes an offer on your property so we can insure all needed disclosure is made prior to moving forward.

E. Buyer must obtain a written professional home inspection and 1 year home warranty, whether buyer purchased or purchased for them.

#### Dispute Resolution

Intra-Office Dispute Resolution - All disputes involving you and another associate of the Company will be promptly reported to the Broker. The Broker, or designated members of the management team, will attempt to resolve the dispute through informal mediation in which all affected salespersons are expected to participate. You agree that all disputes involving another associate which cannot be resolved by the Company, and disputes involving the Company, will be resolved by binding arbitration with the local Association of REALTORS® in accordance with the bylaws and rules the in effect.

-Third Party Disputes - You are required to immediately notify your Broker of any dispute or claim involving you, another associate of this office, the office itself, the Company, and a third party, including brokers and associates of other brokerages. The Company will make all reasonable efforts to resolve the dispute informally. Any such resolution will be binding on the agents involved in the dispute or claim.

#### Termination

Grounds For Termination - Your association with the Company can be terminated by either party, with or

without cause, at any time. Agent acknowledges that legal claims will not be made against broker or company for termination.

#### Associate's Compensation on Termination

If Association with the Company is terminated while you have any listings or pending transactions that require further work normally rendered by you, the Broker will make arrangements with another salesperson or salespersons in the Company to perform the required work. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from your share of the compensation. Except for such offset, you shall receive the compensation due as specified in the Independent Contractor Agreement. Broker may authorize agent to take transaction with them to a new brokerage by transferring a listing or purchase; this must be authorized in writing by all parties and broker will require referral fee be paid to company for the transactions typical broker fee and E&O fee for listing / purchase.

#### Listings

Listings are the property of the Company, even upon your termination. Within 24 hours after notice of termination by either party, you must provide your Manager with a list of all active listings taken by you, and all pending transactions in which, if completed, you will be entitled to compensation from the Company in accordance with the terms of your Independent Contractor, or other written agreement.

#### Agent roster

Agents with professional business photos submitted to the main office will have the photo added to the agent roster on the company website. Agent authorizes company to place agent contact information on company website. Please submit a professional business photo of yourself asap to the office for your website and company roster.

#### Company DBA

Company/brokerage does have a DBA listed with the DRE. This DBA is Meridian Capital Real Estate. This DBA may be used on marketing material and forms instead of the full corporation name of Meridian Capital Real Estate Services Inc.

#### Office

Agent understands that office may be secured with video surveillance and agent is responsible for damage or theft from clients when under agents' supervision in the office. If using office computer at any time, please note computer monitoring may be in use. The office is available for agents during business hours, please call prior to ensure other meetings are not taking place if possible.

#### Non-Standard Fee's and Situations

Broker's standard fees per closed real estate transaction are \$500 or 10% (whichever is less) and \$99 Risk-Management fee. There are no required sign-up, recurrent, monthly, hidden or Other fees that Associate-Licensee may be charged for performing common real estate business in California. -Bonus for recruiting other Associate-Licensees to Meridian Capital Real Estate is \$300. Divided into \$100 increments, \$100 paid on each of the referred agents first 3 closed transactions with Meridian Capital.

Below contains and explains all possible Broker charges that may apply in nonstandard transactions or situations.

#### **Broker's fee per closed real estate transaction:**

When total commission is \$5000 or less:	10% of commission
When total commission is over \$5000 and sales price is less than \$1 million:	\$500.00
When sales price is over \$1million: additional per \$100,000.00 in sales price.	\$500.00 plus \$50
Associate-Licensee selling own property:	\$500.00

#### **Risk Management Fees:**

Risk Management/E&O Fee on all standard transactions.	\$99.00
Risk Management when buying /selling Associate-Licensee owned property:	\$299
Dual transaction (representing buyer and seller):	\$125 Per Side
Commercial and income property over \$3 million:	Contact Office – Varies based on risk

Broker's fee for loan origination: Mortgage Loan Originating Laws Require these commissions be bases points off loan amount or a flat fee per loan, no commission splits are allowed based on brokerage profit. Please contact the office if you have your NMLS licensing to obtain loan originating agreements.

Broker's fee for referral:

For referring client(s) to an Associate-Licensee within Meridian Capital Associate-Licensee gets 100% of the referral obtained. Only the agent working on the file will be charged.

For referring client(s) to an outside broker (other than Meridian Capital) 10% (\$500 max) Associate-Licensee gets 90% of received referral (max broker charge is \$500 per referral)

Broker's fee for Broker's Price Opinion (BPO): None -Broker will sign to authorize our agents to be paid direct from the BPO Company.

Broker's fee for Rental/Lease:

If Associate-Licensee rents/leases their own property: \$99 Risk Management

If Associate-Licensee rents/leases clients properties: 10% (\$500 max)

plus E&O fee of \$99. For lease commissions under \$1000 we will waive the Risk Management Fee.

Other fees: (optional)

Transaction Coordinator (TC Fee): \$295 Single Side

Service is optional. Per closed transaction. -Not charged unless it closes. \$495 Dual Side

When Broker is requested to list a property on MLS because Associate-Licensee doesn't have MLS access: \$100.00 - Service is optional. All listing information and photo must be provided by Associate-Licensee.

Penalties/Fines:

-If files are done incorrectly or forms are not filled out with knowledge of the proper DRE/CAR requirements the broker may require that you use the services of the Transaction Coordinator or have you split your transactions with a Mentor to insure policy and legal compliance.

-For signing commission distribution/instructions issued by Escrow or other way instructing Escrow how to distribute commission without Broker's approval: \$500 - Do not sign in brokers absence the broker commission demands and agreements for escrow. All commission instructions and/or documents regarding commission distribution/demand must only be signed by the Broker, email to Admin@mymercap.com

-For cashing/depositing the full commission check (received from Escrow, Client or Co-Brokerage) without Broker's knowledge and permission: \$1,000

Associate-Licensee must inform Broker immediately if full commission check is received and comply with Broker's instructions.

-Any fines or charges to broker from MLS boards or Associations due to Associate-Licensee's non-compliance with MLS or Association policies will be charged to agent and due upon receipt.

Penalty of 10% of fee will be assessed each month until outstanding fees are paid in full as reimbursement to broker. Invoicing will be done via Email. Email is Brokerage preferred contact method.

**I, \_\_\_\_\_ have read and understand the entire Meridian Capital Real Estate Policy Manual (12 pages) and agree to abide by the terms and policies in this Manual.**

\_\_\_\_\_  
Associate-Licensee Signature

\_\_\_\_\_  
Date

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

## 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<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 the "Name" line 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									

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

Employer identification number									

### 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 ▶
------------------	----------------------------	--------

### 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 a percentage 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.

### **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**

#### **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/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

## 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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
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>2</sup>

<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, 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 [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, 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 item 1, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) 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 Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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 Regulation 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 1.

\*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, 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.

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 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. 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.