



Merrick Bank

Dealer Document Checklist

To process your application with Merrick Bank, please complete and sign the following documents, then return to Merrick Bank. You can pre-fill all the necessary information from your computer and then print the documents for signing.

We look forward to helping you finance your customers with past credit-challenges with Merrick's Non-Prime Recreation Lending Program.

- ☐ Merrick Bank Dealer Application
- ☐ Merrick Bank Recreation Dealer Agreement
- ☐ Certificate of Corporate Officer
- ☐ Copy of Most Recent Business Financial Statements
- ☐ W-9 Form
- ☐ Copy of Business License
- ☐ Finance Service Provider Addendum (If Applicable)
- ☐ Copy of the Credit Application you intend to use (If not Merrick's Application)

For dealers that have been in business less than 3 years please also provide a copy of the original business plan with a pro forma financial statement as well as current financial statements for the business and the principals.

Merrick Bank
10705 South Jordan Gateway, Suite 200.
South Jordan, UT 84095
or
PO Box 1500
Draper, UT 84020-1500
Phone (888) 545-3888 - Fax (801) 545-6123



Merrick Bank

RECREATION LENDING DEALER APPLICATION

BUSINESS INFORMATION:

Dealership Name: _____ How long in business _____ yrs

Corporate/Legal Name: _____ Federal ID # _____

Business Type (please check) ☐ C. Corporation ☐ S. Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

Address 1: _____ City: _____

State: _____ Zip: _____ Ph: (_____) _____ Fax: (_____) _____

Website: _____ Email: _____

Address 2: _____ City: _____

State: _____ Zip: _____ Ph: (_____) _____ Fax: (_____) _____

(Please attach additional contact information if there are more than two locations)

New manufacturers Boat, RV or Motorcycle lines sold at dealership: _____

Annual Sales: \$ _____

MANAGEMENT TEAM:

Principal/Owner: _____ Social Security # _____ Ownership % _____

Address 1: _____ City: _____

State: _____ Zip: _____ Ph: (_____) _____

Principal/Owner: _____ Social Security # _____ Ownership % _____

Address 1: _____ City: _____

State: _____ Zip: _____ Ph: (_____) _____

Finance Manager(s): _____

Sales Manager(s): _____

REFERENCE:

Floor Line Finance Provider: _____

Line Amount: _____ Bank Contact: _____ Ph: (_____) _____

ELECTRONIC FUNDS TRANSFER INFO:

Merrick Bank prefers to fund loans electronically with no charge to the dealership; a \$15.00 fee is charged for overnight express mail delivery

Bank Name: _____ Bank Contact: _____ Ph: (_____) _____

Routing Number: _____

Account Number: _____

Account Type: ☐ Checking ☐ Savings (Optional) please attach a voided check or deposit slip to ensure accuracy.

By signing below, I hereby: 1. Understand and agree that Merrick Bank Corporation ("Bank") may make credit inquiries about me and/or any entity or business ("Business") on whose behalf I am submitting this Application, and may provide and exchange information about me and/or the Business with any source of credit information to which the Bank may apply; 2. Certify that all information on the Application or in connection with this Application is true, correct and complete; 3. I have authority to submit this Application on behalf of Business listed above. I understand the Bank will rely on the information in this Application in making its decision to enter into a business relationship with me and/or the Business; 4. In accordance with the FCC rules regarding facsimile transmission, the Bank is authorized to send any and all information pertinent to our business relationship including unsolicited advertisements to the fax numbers in this application; 5. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Principal/Owner Signature: _____ Principal/Owner Signature: _____

Title/ Date: _____ Title / Date: _____

MERRICK BANK

RECREATION DEALER AGREEMENT

This Recreation Dealer Agreement ("Agreement") is entered into this ____ day of _____, _____, by and between Merrick Bank, a Utah Industrial Bank with its principal place of business at 10705 South Jordan Gateway, Suite 200, South Jordan, Utah 84095 ("Merrick") and

(Corporate Name)

a _____
(State) (Corporation, LLC, Partnership, etc.)

whose principal place of business is: _____ ("Dealer").

RECITALS

WHEREAS, Dealer is in the business of selling new and/or used recreational vehicles and/or recreational marine craft and/or motorcycles and/or other recreational products ("Property") and services related to such Property;

WHEREAS, Merrick's principal business is banking, including making consumer loans and purchasing retail installment sale contracts;

WHEREAS subject to its credit standards, Merrick offers consumer loans and purchases retail installment sale contracts from Dealers;

WHEREAS, Merrick desires to purchase retail installment sale contracts from Dealer and/or engage Dealer to document certain consumer loans for Merrick subject to the terms and conditions of this Agreement;

WHEREAS, certain employees and/or agents of Dealer will document consumer loans on behalf of Merrick; and

WHEREAS, Dealer will permit such employees and/or agents to document Loans pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

- 1.1. "Buyer" means a purchaser of Property.
- 1.2. "Dealer" means the Dealer specified above. With respect to promises, covenants, representations warranties or the like made hereunder relating to any Loan or proposed Loan, "Dealer" includes "Documentation Agents" as described below.
- 1.3. "Documentation Agent" has the meaning ascribed to it in Section 5.1 hereto.
- 1.4. "Loan" means a consumer loan as evidenced on a Simple Interest Note and Security Agreement in the form attached hereto as Exhibit A and as revised from time to time by Merrick.

- 1.5. “Note” means the Simple Interest Note and Security Agreement in the form attached hereto as Exhibit A and as revised from time to time by Merrick.
- 1.6. “Required Documentation” means all documentation Merrick may require from time to time to assist Merrick in its determination to make a Loan or purchase a RISC.
- 1.7. “RISC” means a retail installment sale contract in the form(s) attached hereto as Exhibit B and as approved and/or revised from time to time by Merrick in its sole discretion.

2. ACCEPTANCE OF LOAN AGREEMENTS AND PURCHASE OF CONTRACTS.

- 2.1. Merrick, in its sole discretion, may request Dealer to document Loans on the Note that are acceptable to Merrick. In the event a Buyer wishes to apply to Merrick for a Loan to finance the purchase of Property, Dealer agrees to contact Merrick and provide Merrick with the information Merrick requires to evaluate the Buyer’s creditworthiness. To the extent Merrick approves the credit request, Dealer agrees to document the Loan on the Note in accordance with the instructions it receives from Merrick from time to time, and to provide such other information as Merrick may reasonably request, in Merrick’s sole discretion. At no time will Merrick ever be obligated under the terms of this Agreement to make any Loan to any Buyer.
- 2.2. Merrick may, in its sole discretion, wish to purchase RISCs from Dealer. If so, Merrick will indicate its willingness to purchase RISCs to Dealer. If Merrick has not made such indication to Dealer, Merrick will not accept RISCs from Dealer. If Merrick has indicated its willingness to purchase RISCs, Dealer agrees to follow the procedures required by Merrick from time to time relating to Merrick’s review and acceptance of such RISCs. In the event Dealer requests that Merrick review an application for RISC financing, Dealer agrees to contact Merrick and provide Merrick with the information Merrick requires to evaluate the Buyer’s creditworthiness. To the extent Merrick approves the credit request, Dealer agrees to document the retail installment sale transactions on a RISC approved by Merrick and in accordance with the instructions it receives from Merrick from time to time, and to provide such other information as Merrick may reasonably request, in Merrick’s sole discretion. At no time will Merrick ever be obligated under the terms of this Agreement to purchase any RISC from Dealer.

- 3. **RESPONSIBILITY FOR SALE.** Dealer will have the sole responsibility for the underlying sale transaction and for the nature, quality, and performance of all goods and services purchased from Dealer and financed under any RISC or with the proceeds of any Loan. Such responsibility includes any liability for any actions or omissions in connection with the sale of goods and services, for failure to deliver goods or perform services, for failure to properly handle, sell, or dispose of as agreed any down payment or trade-in or the proceeds of the trade-in or down payment, and for any and all representations and warranties, express or implied, made in connection with such goods and services, whether by Dealer, the manufacturer or provider of the goods and services, or any third party.

4. PAYMENT/REQUIRED DOCUMENTATION FOR FUNDING.

- 4.1. When Dealer requests that Merrick purchase a RISC or forwards a Buyer’s request for Loan financing to Merrick, Dealer agrees to submit all Required Documentation as required by Merrick in its sole discretion.
- 4.2. Upon receipt of the Required Documentation by Merrick at its address above, Merrick will, as promptly as possible but no later than two (2) banking days thereafter, deliver to Dealer funds in an amount communicated to Dealer by Merrick. Dealer hereby authorizes Merrick to debit Dealer’s account via Automated Clearing House (“ACH”) in the event of an error resulting in overfunding a loan or in the event of Dealer default under this Agreement.

- 4.3. Dealer agrees to deliver Required Documentation on forms previously reviewed and/or approved by Merrick.
- 4.4. Required Documentation will include, among other things, a fully executed Note or RISC and an original Certificate of Title to the Property naming Merrick as first lien holder. In the event Merrick funds a Loan or RISC before receipt of all Required Documentation, Dealer's obligations pursuant to the terms of this Agreement include and constitute an unconditional guaranty of full payment to Merrick for all amounts advanced plus other charges, expenses or other monies (including accrued interest or finance charges) reasonably incurred or due to Merrick. In the event Dealer fails to provide Merrick with all Required Documentation within a reasonable time, such failure will constitute a default under this Agreement requiring that the Dealer purchase the Loan or RISC in question from Merrick at a price equal to the entire outstanding principal balance of the Loan or RISC at the time of purchase, plus any accrued interest and unpaid interest or finance charges, and other charges reasonably incurred by or due to Merrick.
- 4.5. With respect to any Loan made by Merrick to a Buyer or RISC purchased from a Dealer, Merrick may, in its sole discretion provide Dealer the opportunity to receive a portion of the Annual Percentage Rate evidenced on such Loan or RISC (such amount hereinafter referred to as "Participation"). Merrick will determine the amount of such Participation from time to time in its sole discretion. Merrick will pay any applicable Participation amount to Dealer at the time of funding. Notwithstanding anything to the contrary in this Agreement, Dealer agrees that in the event the Buyer obligated on such Loan or RISC pays off such Loan or RISC in full within ninety (90) days after the execution date of such Loan or RISC, or if the Property securing such Loan or RISC is repossessed, replevied, voluntarily surrendered or otherwise taken possession of by Merrick or its agents or assigns at any time within such ninety (90) days, Dealer agrees, represents and warrants that it will refund to Merrick the full amount of the Participation paid to Dealer with respect to such Loan or RISC within 10 business days after Merrick mails a request for such refund to Dealer. Dealer hereby authorizes Merrick to deduct the refund from any future payments Merrick may be obligated to pay to Dealer to the extent Dealer fails to make any required refund in a timely manner.

5. LIMITED AGENTS FOR LOAN DOCUMENTATION: DUTIES AND RESPONSIBILITIES.

- 5.1. Documentation Agents. Dealer will appoint one or more of its employees or agents as limited agents on behalf of Merrick for the sole and limited purpose of documenting Loans that are acceptable to Merrick (each, a "Documentation Agent"). Dealer will appoint such Documentation Agents, and will be solely responsible for ensuring such Documentation Agents' compliance with the terms and conditions of this Agreement, as well as any instructions Merrick may provide from time to time. Dealer agrees that only duly appointed Documentation Agents will document Loans, and that Dealer will advise Merrick of the identity of such Documentation Agents as of the date of this Agreement and as Documentation Agents are added and removed throughout the term of this Agreement.
- 5.2. Documentation Agent Authority. Dealer, through the Documentation Agents it appoints, are authorized under this Agreement to document Loans acceptable to Merrick on behalf of Merrick. This Agreement grants no other authority to Dealer, including, without limitation, any authority to approve a Loan, or bind or commit Merrick to making any Loan. Dealer has sole responsibility and will be liable for all acts and/or omissions of Documentation Agents.

- 5.3. Loan Approval. Merrick will make all decisions and determinations with regard to Loan approvals and the acceptability of proposed Loans it receives from Dealer. Dealer represents and warrants that it will not obtain a Buyer's signature on any Note until Merrick has received the credit application data requested by Merrick, determined that the proposed Loan meets its credit standards, and notified Dealer that it approves the Loan. Notwithstanding the foregoing, Merrick reserves the right to refuse to fund any Loan that does not comport to the terms of the Loan approval communicated to the Dealer by Merrick.
- 5.4. Interest Rates. Merrick, in its sole discretion, will establish and publish appropriate rates for Loans, and make such rates available to Dealer from time to time. Dealer represents and warrants that it will not present for funding any proposed Loan evidencing an annual percentage rate in excess of or below Merrick's published rates.
- 5.5. Further Assurances Regarding Perfection of Security Interest. Dealer represents and warrants that it will perform all acts necessary to establish and maintain a perfected first priority security interest in Property financed with the proceeds of a Loan in favor of Merrick as of the time each Loan is consummated. Dealer further represents and warrants that it will take all steps necessary to ensure that no other liens attach to the Property.
- 5.6. Evidence of Insurance. For each Loan to be funded by Merrick, Dealer will provide evidence to Merrick of physical damage insurance acceptable to Merrick covering the Property securing a Loan against fire, theft and collision. Dealer represents and warrants that it will furnish complete and accurate information about such insurance to Merrick before Merrick will fund a Loan.
- 5.7. Borrower Identification. For each Loan, Dealer will obtain certain information required by Merrick from time to time from each Buyer to verify the identity of each Buyer before any Loan is consummated.
- 5.8. Privacy Policy/Notices. Dealer further represents and warrants that it will provide Merrick's then current Privacy Policy to each Buyer who consummates a Loan prior to the time of such consummation. Dealer further agrees to undertake further actions and/or provide further notices as Merrick reasonably may require from time to time in order to comply with legal or regulatory requirements.

6. DEALER REPRESENTATIONS AND WARRANTIES AS TO LOANS AND RISCS. With respect to each Loan and RISC, Dealer represents and warrants as follows:

- 6.1. Buyer will use Loan proceeds to purchase the Property described in the Note;
- 6.2. Dealer holds title to the Property at the time of sale free of any liens, except liens in favor of Dealer's flooring financing arrangement;
- 6.3. Dealer will satisfy promptly the flooring lien on the Property;
- 6.4. Dealer will not make misrepresentations to Buyer about Merrick's willingness to make a particular Loan;
- 6.5. Each Buyer has legal capacity to enter into the Loan or RISC, as applicable, executed by such Buyer, and such Loan or RISC, as applicable, is and will be legally enforceable against the Buyer;
- 6.6. To the best of the Dealer's knowledge, all information submitted to Merrick in connection with the Loan or RISC, including, without limitation, Buyer's credit application, is accurate and complete;
- 6.7. The Property and all optional equipment, goods and services to be delivered with the Property have been delivered to and accepted by the Buyer;
- 6.8. Title to the Property has never been branded a salvage, rebuilt, manufacturer's buy-back, or lemon law title or otherwise subject to any laws regarding the same;

- 6.9. Dealer is not aware that the actual user of the Property is anyone other than the Buyer(s) named in the Loan or RISC, as applicable. Merrick makes its decision to extend credit to the Buyer based upon the assumption that the Buyer will be the principal user of the Property; if Dealer is aware that any other person, such as a child or friend of the Buyer, will be the principal user of the Property, then Dealer will insure that such other person is specifically named on all documents on which Merrick relies in extending credit;
- 6.10. Each Loan is correctly documented on the Note and evidences an Interest Rate and/or Annual Percentage Rate acceptable to Merrick;
- 6.11. Each RISC is completely filled out with no blank spaces and evidences an Interest Rate and/or Annual Percentage Rate acceptable to Merrick;
- 6.12. Dealer properly made all disclosures to Buyer required by law in accordance with the timing requirements of such law;
- 6.13. The Note or RISC has not been altered by Dealer and is enforceable in accordance with its terms;
- 6.14. No obligation of any Buyer, guarantor or surety with respect to any Loan or RISC, as applicable, will be obtained by fraudulent or other illegal means;
- 6.15. Dealer has complied with all applicable laws and agreements and has not exceeded the scope of their authority granted hereunder;
- 6.16. Dealer and Documentation Agents have complied with all applicable laws;
- 6.17. Dealer and Documentation Agents have at all times all applicable licenses, permits or similar authorization from all applicable governmental agencies required to engage in the activities contemplated by this Agreement;
- 6.18. Dealer will ensure that all insurance documentation relating to insurance financed under the Note or RISC is delivered to the Buyer within the time required by law;
- 6.19. If any portion of the Loan proceeds or the amount finance under a RISC is used to purchase credit insurance or property insurance from or through Dealer or an affiliate of Dealer, such insurance denotes Merrick as the first lien holder;
- 6.20. If any portion of the Loan proceeds or the amount financed under a RISC is used to purchase credit insurance or property insurance from or through Dealer or an affiliate of Dealer, such insurance is valid and collectible according to its terms and Dealer will comply with all applicable laws with respect thereto and will provide any assistance reasonable required by Merrick with respect to any refunds due upon cancellation of such insurance;
- 6.21. The down payment for the Property is in cash or fair trade allowance, or a combination of both, and is not represented by or does not consist of the Buyer's deferred obligations. There is no negative equity amount included in the amount financed under the Loan or RISC, as applicable;
- 6.22. The "Finance Charge" set out in the Loan or RISC, as applicable, is in each case the actual sum of all charges directly or indirectly charged and imposed on the Buyer as a condition for the extension of credit;
- 6.23. There is no refund or rebate due under the Loan or RISC, as applicable, to any person or entity except as specified;
- 6.24. Buyer has not obtained any right in or possession of the Property by fraud or unlawful scheme;
- 6.25. Dealer is not aware that any Buyer is currently in bankruptcy or has the intention to file a voluntary petition in bankruptcy, or is reasonably expected to seek protection under any bankruptcy law or under any state or federal law affecting creditor's rights;
- 6.26. All signatures on the Loan or RISC, as applicable, are genuine;
- 6.27. Each Loan or RISC, as applicable, is genuine, and arose from the bona fide sale of the Property described therein in the ordinary course of Dealer's business;
- 6.28. The Property has been delivered into the possession of the Buyer named in the Loan or RISC, as applicable;
- 6.29. Dealer agrees to indemnify Merrick for any expense or loss Merrick suffers as a result of the assertion of a claim or defense under a warranty or service contract procured through Dealer to the extent Dealer is unable to resolve the dispute with the Buyer within a reasonable time, not to exceed sixty days; and

- 6.30. Documentation Agents have complied with all instructions received from Merrick from time to time.
- 6.31. Lawsuits. There is no lawsuit or other proceeding pending or, to the best knowledge of Dealer, threatened, against or affecting a Buyer or any other person or entity before any court, arbitrator, or administrative or governmental body, which relates to or will affect or encumber the Loan or RISC, as applicable, or any security therefor.
- 6.32. Taxes. All federal, state, county, local and other taxes due and payable with respect to any Loan or RISC, as applicable, the Property securing the Loan or RISC, as applicable, and the business of the Dealer have been paid. To the best of Dealer's knowledge, the Dealer has no outstanding or unsatisfied deficiency tax assessments with respect to its present or any former businesses.

7. DEALER REPRESENTATIONS AND WARRANTIES GENERALLY. Dealer represents and warrants as follows:

- 7.1. Organization. Dealer, if a corporation, is duly organized, validly existing, and qualified and authorized to transact business in, and is in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement or is otherwise doing business or is otherwise exempt under applicable law from such qualification.
- 7.2. Dealer. As to the Property, Dealer is a merchant in goods of that kind.
- 7.3. Capacity; Authority; Validity. Dealer has the power, authority and legal right to execute, deliver, and perform this Agreement and the transactions contemplated hereunder. The execution, delivery and performance of this Agreement by Dealer have been duly authorized by all necessary action, and this Agreement is enforceable against Dealer in accordance with its terms, except only to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.
- 7.4. Consents; Conflicts. No consent or approval of any other party or any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except such as have been obtained prior to the event or circumstances for which it is required. There is no pending claim, cause of action, governmental action or litigation that, if determined adversely to Dealer, would affect Dealer's ability to perform its obligations under this Agreement. This Agreement will not result in Dealer's breach of any other agreement, instrument or relationship by which Dealer is bound.
- 7.5. Licenses. Dealer is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted, and to perform the transactions contemplated under this Agreement, and Dealer has full power and authority to perform its obligations contemplated by this Agreement.
- 7.6. Compliance with Law. Dealer will perform all of its duties and obligations under this Agreement, and with respect to each Loan and RISC, in compliance with all applicable laws, including, but not limited to the Equal Credit Opportunity Act and Regulation B.
- 7.7. Financial Statements. Dealer will furnish to Merrick, promptly upon Merrick's request, financial statements and information regarding its business affairs and financial condition as Merrick may from time to time in good faith require.
- 7.8. Misrepresentations. No representation, warranty, or covenant by the Dealer contained in this Agreement, or any statement or certificate furnished to or to be furnished by Dealer pursuant to this Agreement, contains (or will contain) any untrue statement of a material fact or omits (or will omit) to state a material fact necessary to make the statements contained therein not misleading.

8. DEALER OVERSIGHT. Dealer will supervise and oversee the activities of Documentation Agents pursuant to this Agreement and will ensure that Documentation Agents perform all acts required of them by this Agreement in a manner acceptable to Merrick. If Documentation Agents fail to perform

any required acts or keep any promises of Dealer made under this Agreement, Dealer is deemed to have breached this Agreement.

9. **PAYMENTS RECEIVED BY MERRICK BANK.** Dealer hereby grants to Merrick a power of attorney to endorse Dealer's name to any remittance offered as payment on any Loan or RISC and to retain the proceeds thereof as payment on such Loan or RISC. The parties agree that this power is coupled with an interest and is irrevocable. This power survives the termination of this Agreement.
10. **PAYMENTS RECEIVED BY DEALER.** Dealer shall forward to Merrick promptly, in kind, all payments, inquiries, and communications received by Dealer with respect to any Loan made by Merrick or RISC bought by Merrick, and shall reimburse Merrick for any and all losses it may suffer as a result of Dealer's failure to do so.
11. **PROPERTY RETURNED TO DEALER.** If any Property covered by any Loan or RISC comes into the possession of Dealer while the Buyer is indebted to Merrick for such Property, Dealer will promptly notify Merrick, hold the Property in trust for Merrick, and will deliver the Property to Merrick on demand. Dealer may charge a reasonable storage fee not to exceed ten dollars (\$10) per day for storage of the Property, but only for that period of storage that exceeds thirty (30) days.
12. **PROMOTIONAL AND OTHER MATERIALS.** Dealer will not refer to Merrick in any promotional or advertising materials without Merrick's prior written approval.
13. **UNEARNED INSURANCE PREMIUMS.** If, without fault of Merrick, Merrick suffers any loss on any Loan or RISC as a result of a repossession, bankruptcy, or a total loss of Property, Dealer agrees to pay to Merrick all unearned insurance premiums, including but not limited to warranty insurance, credit life, and disability insurance in accordance with applicable law.
14. **DEALER CHANGES.** Dealer shall notify Merrick of any material or significant change in Dealer's ownership, organization or business, including the death of a principal, whether a shareholder, general partner, or owner, a dissolution, merger, consolidation, or reorganization, or a conversion to another form of legal entity or type of business. Such notice shall be provided 30 days before such change or, if unknown to Dealer before the change, then within 30 days after Dealer has knowledge of such change. Merrick reserves the right to terminate this Agreement in the event of such change, and Dealer's failure to notify Merrick of such change will be a breach of this Agreement.
15. **DEFAULT.**
 - 15.1. If Dealer defaults in the performance of any obligation to Merrick, whether pursuant to this Agreement or otherwise, or breaches any representation or warranty contained in this Agreement, Merrick, at its election, may notify Dealer of such default or breach and may, unless the Dealer cures the breach within ten (10) days after any such notice, demand payment from Dealer of the Purchase Price. The Purchase Price, as to any Loan or contract, will be the then outstanding unpaid balance (principal and accrued and unpaid interest or finance charges) of the Loan or RISC, as applicable, with respect to which the breach occurred, together with all costs (including reasonable attorneys' fees, whether or not a Merrick salaried employee serves as attorney for Merrick) incurred by Merrick in relation thereto and Dealer will promptly pay such amount to Merrick, in cash or certified funds.
 - 15.2. Notwithstanding the preceding paragraph, Dealer may cure any breach as follows:
 - 15.2.1. Purchase any affected Loan or RISC, as applicable, at the Purchase Price.
 - 15.2.2. If the breach results from the Dealer's failure to submit the Required Documentation, the Dealer may submit such Required Documentation within the time prescribed by Merrick.

15.2.3. By any other means which Merrick and Dealer agree to in writing.

15.3. If any law prohibits Dealer from purchasing a Loan or RISC as contemplated by this Agreement, Dealer shall still be obligated to pay the Purchase Price to Merrick. Upon receipt of the Purchase Price, Merrick agrees to service and collect such Loan or RISC in accordance with its ordinary policies and procedures, and to pay the proceeds to Dealer less Merrick's fees for providing such services.

16. **PRIVACY.** To the extent either Party has access to "non-public personal information" ("NPI") as that term is defined in Title V of the Gramm-Leach-Bliley and/or the California Information Privacy Act from time to time and as applicable, each Party agrees to comply with their respective obligations under such laws, including, without limitation, obligations relating to the disclosure of NPI to third parties.
17. **CONFIDENTIALITY.** Each Party and its affiliates, its agents, subcontractors and employees receiving confidential information of the other Party (other than NPI) shall use such confidential information only for the purposes set forth herein and shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party and/or its affiliates uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances.
18. **FURTHER ASSURANCE.** Each party to this Agreement will execute and deliver all such further instruments and documents as may be reasonably requested by the other party in order to fully carry out the transactions contemplated by this Agreement. Each party hereto represents and warrants that it has the right, power, legal capacity, authority and means to enter into and perform this Agreement (as well as the documents referenced in this Agreement), and that the same will not contravene or result in the violation of any agreement, rule, or regulation to which any such party may be subject. In this connection, Dealer will deliver to Merrick upon execution of this Agreement, a certificate of corporate officer substantially in the form of attached Exhibit C.
19. **NONINVOLVEMENT OF MERRICK BANK.** At no time is Dealer affiliated or under common control with Merrick. Nothing contained in or any action contemplated or taken under this Agreement creates a partnership or joint venture between Merrick and Dealer. The services of Dealer under this Agreement, except as otherwise expressly provided, are rendered independent of Merrick, and Dealer is not otherwise an agent, employee or representative of any kind or nature of or for Merrick.
20. **REMEDY FOR BREACH.** If Dealer breaches this Agreement, Dealer will pay Merrick all losses and expenses incurred by Merrick as a result of such breach. In addition, Dealer will indemnify Merrick for any losses incurred by Merrick because of any judicial set-off or recovery suffered because of any claim or defense asserted against Merrick as a result of any act or omission on the part of Dealer or the Documentation Agents to the extent such act or omission was outside the scope of authority granted under this Agreement. Dealer will be liable even if a waiver, compromise, settlement or variation of the terms of the Loan Agreement releases a Buyer.
21. **TERMINATION.** Merrick or Dealer may terminate this Agreement upon written notice to the other party, effective immediately. Merrick may terminate the agency of any Documentation Agents, upon written notice to Dealer, effective when sent. In the event Dealer terminates the employment of, or its other relationship with, a Documentation Agent, Dealer will promptly notify Merrick of such termination. The agency of such Documentation Agent terminates as of the time such Documentation Agent's employment or other relationship with the Dealer terminated. The termination of this Agreement will not release Merrick or Dealer from any obligations incurred with regard to Loans that are subject to this Agreement.
22. **AMENDMENTS.** No modification of the terms of this Agreement will bind Dealer or Merrick unless it is in writing and is signed by the authorized representative of Merrick.

23. MISCELLANEOUS.

- 23.1. No Agency. Except as otherwise expressly provided herein, this Agreement does not make either the Dealer or Merrick the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Neither party owes the other any fiduciary obligation.
- 23.2. Entire Agreement. This Agreement applies to all past and future Loans prepared by Dealer for Merrick or RISCs purchased by Merrick, as applicable, constitutes the entire agreement between the parties and supersedes all prior agreements of the parties with respect to the subject matter of this Agreement. No waiver of any of the provisions of this Agreement constitutes a waiver of any other provision, nor will any waiver constitute a continuing waiver.
- 23.3. Validity; Amendment. This Agreement shall not be valid until signed and accepted by an authorized officer of Merrick and Dealer. Dealer agrees that Merrick may amend this Agreement, together with any addenda, schedules, exhibits or other documents attached hereto, from time to time by providing written notice to Dealer.
- 23.4. Additional Rights and Liabilities. The rights and liabilities of Merrick and Dealer in this Agreement are in addition to those set forth in the Loans or RISCs, as applicable, and any related agreements between Dealer and Merrick.
- 23.5. Assignment. This Agreement binds, and inures to the benefit of, the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, Dealer may not assign this Agreement or any rights or obligations hereunder, voluntarily, involuntarily, by operation of law or otherwise without Merrick's prior written consent which Merrick may withhold for any reason whatsoever. Merrick may assign this Agreement to the extent it deems that such assignment does not materially and detrimentally affect the rights and obligations of Dealer.
- 23.6. Severability. In the event that any provision of this Agreement is held unenforceable, such provision is severable from the remaining provisions of this Agreement and the remainder of the Agreement remains in full force and effect.
- 23.7. Indemnification. Dealer agrees to defend, indemnify, protect, save, keep, and hold Merrick, and its shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns harmless from and against any and all, claims, losses, liabilities, damages, injuries, costs, expenses, attorneys' fees, court costs and other amounts (collectively, "Indemnified Items") arising out of or resulting from (i) Dealer's breach of this Agreement, (ii) the failure of any representation or warranty of Dealer contained in this Agreement to be correct, or (iii) the actions of Dealer, its affiliates, or their respective shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns in connection with the Loans, RISCs and Property, in particular and without limitation, any action or claim brought or asserted by the Buyer or any other person in connection with any Loan or RISC, as applicable, by reason of any improper action taken by Dealer (including Documentation Agents) in connection with such Loan or RISC, as applicable. Dealer shall assume the settlement and defense of any suit or suits or other legal proceedings brought to enforce all such Indemnified Items, and shall pay all judgments or settlement amounts resulting from any such suit or suits or other legal proceedings, together with all other costs and expenses, including, but not limited to, attorneys' fees and other litigation costs.

- 23.8. Governing Law. This Agreement is not complete until executed by Merrick at its offices in South Jordan, Utah. This Agreement shall be governed by and interpreted in all respects by the laws of the State of Utah without regard to any conflicts of law principles or choice of laws that would require the application of laws of another jurisdiction.
- 23.9. Right Of Set-Off. Dealer agrees that Merrick has the ongoing right to deduct from any funds, deposit, account, obligation or other amounts due Dealer any and all amount(s) Dealer owes Merrick.
- 23.10. Costs and Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful or prevailing party is entitled to recover reasonable attorneys' fees (whether or not such party employs the attorney), and any other fees and costs incurred in the action or proceeding, in addition to any other relief to which such party is entitled.
- 23.11. Notices. Any notice required or otherwise to be given by any party under this Agreement will be in writing and mailed, postage prepaid, to the address of the other party specified in this Agreement or such other address as will have been theretofore specified in writing.
- 23.12. Headings. Headings this Agreement are for convenience only and do not limit or construe this Agreement.

DATED as of the day and year provided at the beginning of this Agreement.

“DEALER”:

“MERRICK BANK”:

Merrick

BY: _____

BY: _____

ITS: _____

ITS: _____

EXHIBIT A

(Simple Interest Note and Security Agreement)

EXHIBIT B

(Retail Installment Sales Contract(s))

EXHIBIT C

(Certificate of Corporate Officer)

CERTIFICATE of CORPORATE OFFICER

The undersigned officer of _____ (the "Company") hereby certifies as follows:

1. The following resolutions were duly adopted by the board of directors/managing member(s)/general partners (circle one) of the Company who desire to enter into a Recreation Dealer Agreement (the "Agreement") with Merrick Bank Corporation, a Utah industrial bank ("Merrick"), a copy of which Dealer Agreement is attached hereto.

BE IT RESOLVED, that the Company is hereby authorized to enter into the Dealer Agreement in the form attached hereto and to perform its obligations thereunder, and the officers/ managing members/general partners (circle one) of the Company are hereby authorized to execute and deliver the Dealer Agreement for and on behalf of the Company, and to take such actions as may be necessary or desirable in connection with the performance by the Company of its obligations thereunder;

RESOLVED FURTHER, that the appropriate officer(s) of the Company is/are hereby authorized to execute and deliver such additional agreements, documents and certificates, and cause the Company to comply with any obligations undertaken by the Company in connection with any such additional agreements, documents and certificates, as may be necessary or appropriate, in the opinion of any such officer, for the Company to comply with its obligations under the Dealer Agreement; and

RESOLVED FURTHER, that the Secretary/managing member/general partner (circle one) of the Company is hereby authorized to deliver to Merrick a Certificate (i) identifying the officers of the Company, (ii) verifying the signatures of such officers, and (iii) certifying a copy of these resolutions, and Merrick is hereby authorized to rely upon such Certificate until formally advised by a like certificate of any changes therein, and is hereby authorized to rely on any such additional certificates.

2. (i) Each person listed below (an "Officer") holds the office in the Company indicated opposite his or her name on the date hereof; (ii) the signature appearing opposite his or her name is the genuine signature of each such Officer; (iii) each such Officer, acting individually, is authorized to execute and deliver the Dealer Agreement and each of the agreements and documents contemplated by the Dealer Agreement (collectively, the "Transaction Documents") on behalf of the Company; and (iv) each such Officer, acting individually, is authorized to perform the Company's obligations under the Transaction Documents on behalf of the Company:

<u>Officer Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS HEREOF, I have executed this Certificate this _____ day of _____, 20____.

Name:
Title:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. 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 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 or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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