



HOME LOAN  
CONSULTANTS

# Loan Agent Application Package



**HOME LOAN**  
CONSULTANTS

**Loan Agent Checklist**

**(Please include this checklist in your application packet)**

- Loan Agent Application
- Loan Agent Originator Agreement
- Zero Loan Fraud Policy Signed
- Signed and reviewed Loan Agent Compliance Checklist
- Background Release Form Disclosure and Consent
- Confidentiality Agreement
- W-9
- W-4 (If conducting Arizona Loans or Loans where a W2 is required)
- I-9
- Credit Report Authorization
- Corporate Compensation Release (if applicable)

**Return application along with a processing fee of \$75.00 made payable to Home Loan Consultants, Inc**

**Incomplete applications will delay the approval process**

## LOAN AGENT AGREEMENT

**THIS LOAN AGENT AGREEMENT** (the "Agreement") is made and entered into effective \_\_\_\_\_ by and between **HOME LOAN CONSULTANTS, INC.**, a California corporation having its principal place of business at 6815 Flanders Drive, Suite 150, San Diego, California 92121 (hereafter referred to as "HLC") and \_\_\_\_\_ hereafter referred to as "Loan Agent") an individual residing at \_\_\_\_\_.

### **RECITALS:**

**WHEREAS**, HLC is engaged in the business ( the "Business") of originating, making, acquiring, and selling residential mortgage loans; and

**WHEREAS**, Loan Agent is licensed by the California Department of Real Estate as a Real Estate Sales Agent or Real Estate Broker; and

**WHEREAS**, HLC desires to retain Loan Agent as a loan Agent to originate residential mortgage loans that qualify for funding by HLC and Loan Agent desires to be so retained in accordance with the terms of this agreement.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged HLC and Loan Agent hereby set forth the terms and conditions of Loan Agent's retention with HLC:

### **1. Description of Services.**

(a) During the term of this Agreement, HLC hereby agrees to utilize the services of Loan Agent, and Loan Agent agrees to provide the services required for the purpose of originating qualifying residential mortgage loans for HLC. Loan Agent shall devote Loan Agent's best efforts, attention, knowledge and talent to discharging those duties and responsibilities faithfully, conscientiously and diligently, together with such other duties as are generally commensurate with the title of Loan Agent. Subject to the prior approval of HLC, Loan Agent may work out of any facility operated by HLC, provided however, that all Loan Agent's originated loans shall be processed by a processor known to and approved in advance by HLC.

(b) During the term of this Agreement, Loan Agent shall work exclusively for HLC and shall not render similar services to any other real estate or lender related entity. Loan Agent shall not, without the prior written consent of HLC: 1) directly or indirectly render any services related to the mortgage banking or mortgage lending business to any other person or organization, whether for compensation or otherwise; 2) prepare to engage in any such activities; or 3) encourage or facilitate the efforts of other Loan Agents and/or employees of HLC to engage in any such activities. Loan Agent shall not conduct any business activities from HLC offices other than for HLC without the specific written consent of HLC to such specific activity.

(c) Loan Agent will immediately transfer to HLC Loan Agent's original real estate or lender's license(s) which governs the activities of Loan Agent or HLC, as contemplated under this Agreement.. Loan Agent will display all required licenses in a prominent and visible location, as required by applicable law, and will maintain such licensing in full force and effect and without restriction throughout the term of this Agreement. Loan Agent shall remain continuously licensed by the State of California as a real estate agent or broker, and shall pay the required renewal fees, and fulfill, on a timely basis, minimum continuing education requirements, as set forth from time to time by the Real Estate Commissioner. Loan Agent agrees to commit no act of a type for which the Real Estate Commissioner of the State of California is authorized, by section 100176 of the California Business and Professions Code, to suspend or revoke the license of a Real Estate Licensee.

(d) Loan Agent shall become familiar with and comply with, 1) all policies, procedures, standards, regulations, programs and pricing schedules of HLC, now in effect or hereafter promulgated, including, but not limited to, HLC's Origination Guidelines, and 2) all applicable federal, state and local laws, rules regulations, programs and pricing schedules and canons of ethics relating to the Business in which HLC engages, in effect now or hereafter promulgated, including without limitation those of the United States Department of Housing and Urban ("HUD"), the Department of Veterans Affairs ("VA"), The Federal Home Loan Mortgage Corporation ("FHLMC"), Fannie Mae, or the Government National Mortgage Association ("GNMA"), Ginny Mae. Loan Agent must read and faithfully observe and abide by the Realtors Code of Ethics, all provisions of the San Diego, California, and National Associations of Realtors Codes of Ethics, as well as all terms of this agreement. Loan Agent agrees to conduct his/her activities and regulate his/her habits so as to maintain and increase, rather than diminish, the good will and reputation of HLC.

(e) This Agreement does not constitute a hiring by either party. It is the parties' intention that, so far as it shall be in conformity with the law, Loan Agent shall be deemed to be an Independent Contractor, and Loan Agent shall be so deemed, whenever practicable. However, for purposes of California Real Estate Law only, licensed agents are employees of the broker as a matter of law and cannot be independent contractors. Loan Agent shall for all other purposes be deemed to be an Independent Contractor, shall set his/her own hours and working conditions and be free to set his/her own schedule, subject only to the reasonable rules and regulations of HLC which pertain to all Loan Agents. Since HLC brokers loans in many States, and the requirements of the various States vary, there may be occasions where Loan Agent will need to be nominally designated as an employee of HLC in order to comply with the laws of the State of the borrower. In such event, Loan Agent shall be so designated, for the purposes of that specific transaction only, and such designation shall not for any purpose or in any way whatsoever affect Loan Agent's continuing status as an independent contractor of HLC, notwithstanding any such nominal designation in a different state as an employee, or whether any such compensation is paid to Loan Agent by way of W-2 or by 1099 forms.

(f) Loan Agent will not be treated as an employee for State or Federal tax purposes with respect to the services to be rendered under this agreement. HLC shall, to the extent it is legally required to do so, file all necessary tax information and reports to the Federal, State, and local taxing authorities, including an Internal Revenue Service Form 1099, to report the income of Loan Agent under this Agreement. HLC shall not withhold income taxes, social security taxes, disability or unemployment insurance payments, or any other assessments or taxes from the commissions of Loan Agent unless required to do so by law notwithstanding the independent contractor relationship of the parties. Loan Agent represents and warrants that Loan Agent will report all income earned from HLC pursuant to this agreement and pay all Federal, State, and local income and self-employment taxes and any other assessments required to be paid by Loan Agent under the law. This agreement shall not be construed as a partnership and HLC shall not be liable for any obligation incurred by Loan Agent. Loan Agent will be solely and personally responsible for providing any type of insurance coverage which Loan Agent deems to be prudent, including any life, disability, health, long term care, unemployment, worker's compensation, business interruption or any other type of coverage desired. It is expressly agreed between the respective parties that HLC shall have no obligation to Loan Agent with respect to providing such insurance coverage.

(g) Loan Agent agrees to indemnify HLC and hold HLC harmless from all claims, demands and liabilities, including costs and attorney's fees, to which HLC is subjected by reason of any action or omission by Loan Agent. In the event HLC incurs any expense or obligation by reason of any action or omission by Loan Agent, HLC may offset any such expenses against any funds or commissions in HLC's possession or future commissions otherwise due and payable to Loan Agent (as set forth in the Loan Agent Compensation Addendum). HLC shall have the further right, but not the obligation, to defend or compromise any such claim brought against HLC and in the event of such election shall be entitled to recover all sums so expended from Loan Agent and claim offset against any funds or commissions in HLC's possession otherwise due to Loan Agent.

(h) HLC shall not be liable to Loan Agent for any expenses incurred by Loan Agent or for any of his/her acts except as specifically required by law, nor shall Loan Agent be liable to HLC for office help and/or expenses. Loan Agent shall have no authority to bind HLC by any promise or representation unless specifically authorized to do so by HLC in writing for a particular transaction. Loan Agent shall have no authority to purchase any materials or services, place any advertising or incur any title insurance or escrow fees on behalf of HLC unless specifically authorized to do so by HLC in writing.

**2. Standard of Performance.**

In the performance of such duties and responsibilities as are required of Loan Agent under the terms of this Agreement, Loan Agent shall at all times conduct him/herself in a professional manner and shall conform to those standards of ethical conduct as are generally expected from those performing similar services in the business community. At all times during the term of this Agreement, Loan Agent shall use his/her personal best efforts to fulfill his/her duties as a Loan Agent.

**3. Term.**

This agreement shall remain in effect until further agreement by the parties. Either party may terminate this agreement at any time, by providing written notice of such termination to the other party.

**4. Compensation.**

Loan Agent's compensation under this Agreement shall be determined in accordance with the terms and conditions set forth in the Compensation Addendum attached hereto and incorporated herein by this reference, as the same may be amended from time to time.

**5. Production Requirements.**

Loan Agent shall be required to close a minimum of one loan per month, and 12 loans per calendar year of this Agreement in order to remain in good standing, and to continue to provide services for HLC. This requirement may be amended from time to time as conditions warrant at the sole discretion of HLC.

**6. Contracts: Scope of Authority.** Loan Agent shall not have the authority to, and represents, warrants and covenants that he/she will not make, draw, accept or endorse any contract, lease, promissory note or other instrument requiring the payment of money by HLC to any person or entity, nor pledge the credit of HLC, nor otherwise obligate HLC in any way. Notwithstanding the foregoing, HLC may, in its sole and absolute discretion, designate and establish certain signature authority for Loan Agent to enable Loan Agent to make certain expenditures, in such amounts and on such terms as HLC may deem necessary or appropriate and provided for in advance in writing by HLC.

**7. Prohibited Activities.**

Loan Agent shall not, either directly or indirectly, either alone or in conjunction with others:

(a) Open any bank, savings or investment account 1) in the name of "Home Loan Consultants, Inc." or any name similar to "Home Loan Consultants, Inc.;" 2) in the name of "HLC, Inc." or any name similar to "HLC, Inc.;" 3) using the letters "HLC;" or 4) using any combination of the letters "H", "L", and "C;" or 5) using the words Home, Loan, or Consultants;

(b) Form a new entity such as a corporation, limited liability company, general or limited partnership or sole proprietorship 1) with the name "Home Loan Consultants, Inc." or any name similar to "Home Loan Consultants, Inc.;" 2) with the name "HLC, Inc." or any name similar to "HLC, Inc.;" 3) using the letters "HLC;" or 4) using any combination of the letters "H", "L", and "C;" or 5) using the words Home, Loan, or Consultants;

(c) Deposit, cash, endorse, transfer or negotiate any check, draft or other payment payable to or intended for HLC, or accept any wire transfer intended for HLC.

## **8. Confidential Information and Non-Solicitation.**

(a) Loan Agent acknowledges that, as a result of Loan Agent's Agreement with HLC, Loan Agent will learn or have access to, or has learned or has had access to, various trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information as is used or useful in the conduct of HLC business, including its origination, processing, underwriting, closing, shipping, sale and servicing of mortgage products and its marketing strategy (hereinafter collectively referred to as "Proprietary Information"). Loan Agent further acknowledges that 1) although all or any part of such Proprietary Information may be obtainable from other sources, it could only be obtained or developed at great expense over a long period of time and such Proprietary Information is therefore an extremely valuable and important business asset in HLC's business, and 2) the Proprietary Information is the exclusive property of HLC.

(b) Loan Agent shall not, at any time either during the term of this Agreement or thereafter, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available to anyone other than as specifically authorized by HLC, any Proprietary Information which Loan Agent learns, or to which has had access or which has been revealed to Loan Agent during the term of this Agreement.

(c) It is understood and agreed that any improvement in, modifications to, or variations in, HLC's business model or marketing strategy or in the Proprietary Information, whether or not patentable or copyrightable, which is conceived or developed in whole or in part by Loan Agent during the term of this Agreement shall be deemed to be part of the Proprietary Information which is the exclusive property of HLC and shall be subject to all terms of this Agreement. Loan Agent shall, upon request of HLC, duly execute and deliver any and all assignments and such other documentation as may be necessary to vest all right, title, and interest therein in HLC.

(d) Loan Agent expressly agrees that any claim Loan Agent may have against HLC under this Agreement or otherwise, shall not constitute a defense to the enforcement by HLC or any obligation or covenant of Loan Agent arising under the terms of this portion of this Agreement entitled 8. Confidential Information and Non-solicitation, (hereafter this "Section"). Loan Agent further expressly acknowledges and agrees that failure to comply with the requirements of this Section will cause HLC irreparable injury for which no adequate remedy at law may be available, and, accordingly, Loan Agent hereby consents in advance to the issuance of an injunction prohibiting any conduct in violation of the requirements hereof, in addition to any other remedies and damages to which HLC may be entitled. Loan Agent further expressly agrees that Loan Agent shall not be permitted, in any equity proceeding relating to the enforcement of the terms of this Section, to raise the defense that HLC has an adequate remedy at law.

(e) Non solicitation Loan Agent shall not, directly or indirectly, from the effective date of this Agreement and for a period of 2 calendar years following its termination, 1) take any action to solicit or divert any business (or potential business) or clients or customers (or potential clients or potential customers) away from HLC or any parent, subsidiary or affiliate of HLC; 2) induce customers, potential customers, clients, potential clients, suppliers, agents or other persons under contract or otherwise associated or doing business with HLC or any parent, subsidiary or affiliate of HLC away from the business of HLC; 3) induce any person in the employ or under Agreement with or having a consulting arrangement with, HLC or any parent, subsidiary or affiliate of HLC to A) terminate any such agreement or arrangement, or B) enter into any agreement, or other arrangement, with any such person or entity; or 4)

interfere with any customer, supplier, or client of HLC or any parent, subsidiary or affiliate of HLC in any manner. For purposes of this Section “potential clients” or “potential customers” shall mean any person or entity that HLC or any parent, subsidiary or affiliate of HLC as of the date of termination of this Agreement, is, or in the reasonably foreseeable future will be soliciting or considering soliciting or has, at any time or from time to time, within 12 months prior to the date of termination of this Agreement, been soliciting for or in respect of any current, actively pending or contemplated products, businesses, or services offered by HLC or any parent subsidiary or affiliate of HLC (the “Products”) and “potential business” shall mean any current or reasonably foreseeable commercial activity or opportunity associated in any way with the Products.

#### **9. Representation and Warranties with Regard to Loan Applicants.**

Loan Agent expressly represents and warrants to HLC and any Brokering Lender that as of 1) the time any loan package is submitted to HLC and 2) the time any loan submitted by Loan Agent to HLC or to any Brokering Lender for funding is funded and closed, that each of the following statements is true:

(a) **No Untrue Statement:** To the best of Loan Agent’s knowledge no information contained in the loan package contains any false or erroneous statements, or omits material facts necessary to make such statements or information accurate, understandable and reliable.

(b) **Control of Documents:** The borrower did not have in its direct or indirect possession or control any credit, income, or deposit verification documentation submitted to HLC with respect to any loan. To the best of Loan Agent’s knowledge, the information contained in such verifications is accurate and contains no untrue statements.

(c) **Loan Package Processing:** Loan Agent has obtained or caused to be obtained from the applicant and delivered to HLC or Brokering Lender a completed package consisting of completed loan, credit and other applications in compliance with HLC or Brokering Lender’s published loan programs.

(d) **Documentation:** Loan Agent has delivered or caused to be delivered to the applicant any documents required to be delivered to such applicant under HLC lending policies and procedures.

(e) **Certificate of Occupancy:** When required under HLC or Brokering Lender lending policies and procedures, the Certificate of Occupancy executed by the applicant was in fact executed by such applicant and to Loan Agent’s best knowledge is accurate and contains no untrue statements.

(f) **Content of Credit Reports:** Loan Agent has conducted a face-to-face interview with the loan applicant, where required, for the purpose of completing all necessary application forms and related documents. All credit reports with respect to the loan applicant are factual, not contrived and, unless otherwise disclosed by Loan Agent to HLC, Loan Agent has not assisted the applicant in obtaining the removal of any derogatory items from such credit reports.

#### **10. Limitations:**

No provision of this Agreement shall be deemed to obligate HLC to accept any loan application nor to close any loan.

#### **11. Disability.**

If during the term of this Agreement, Loan Agent should be prevented by reason of physical or mental disability or other incapacity from performing Loan Agent’s duties as may be assigned by HLC for a period of 90 days, then this Agreement shall terminate. In the event of such termination, Loan Agent shall only be entitled to such compensation, if any, as may be paid to Loan Agent by HLC pursuant to HLC guidelines and the Loan Agent Compensation Addendum, and HLC shall have no obligation to pay any other compensation whatsoever in respect of such disability.

**12. Termination of Agreement.**

(a) By Loan Agent Loan Agent may terminate this Agreement upon providing HLC with 14 days written notice prior to the date of termination.

(b) By HLC: HLC may dismiss Loan Agent with or without cause at an time and without advance notice. Loan Agent's dismissal shall be effective upon Loan Agent's receipt of notice from HLC unless such notice provides otherwise. HLC may also terminate this Agreement for cause upon providing Loan Agent written notice of termination stating the cause therefore. Cause for dismissal shall include, by way of example but not limitation, any of the following:

(1) The conviction of Loan Agent by a court of competent jurisdiction of, or plea of guilty or nolo contendere to, a felony involving any violent, financial or business related crime or of a felony or misdemeanor involving moral turpitude;

(2) The commission by Loan Agent of any act of fraud upon or dishonesty toward, or breach of fiduciary duty to HLC, to any customer of HLC or to any lender or a material violation of HLC policies or procedures;

(3) The misappropriation by Loan Agent of any funds or property of HLC;

(4) The removal from office, suspension or termination of Loan Agent's or HLC's licensure by requirement of any governmental authority having jurisdiction over HLC or over Loan Agent;

(5) The failure of Loan Agent to perform the material duties required by this Agreement or the violation by Loan Agent of any other material term of this Agreement which shall not be cured following ten days written notice and a demand to cure such failure or violation;

(6) The engagement by Loan Agent in any activity which gives rise to a material conflict of interest with HLC which shall not be cured thirty (30) days following written notice and a demand to cure such conflict of interest;

(7) The use or the transfer by Loan Agent of any Proprietary Information of HLC in violation of this Agreement;

(8) The imposition, or threatened imposition of material sanctions against HLC by HUD, VA, FNMA, GNMA or FHLMC arising out of, in connection with or resulting from the performance of Loan Agent; or the revocation or threatened revocation of any HLC approval by any of the foregoing, which revocation or threatened revocation would be alleviated or mitigated in any material respect by the termination of this Agreement.

(9) Any willful action or failure to act on the part of Loan Agent that results in injury to the assets, clients, customers, business or prospects of HLC; or,

(10) The failure of Loan Agent to meet the production requirements of HLC as stated in Section 5 of this Agreement.

(c) Death of Loan Agent In the event of Loan Agent's death during the term of this Agreement, this Agreement shall automatically terminate and shall be considered to have been terminated as of the date of Loan Agent's death.

**13. Effect of Termination.**

(a) Compensation. Loan Agent's compensation under this Agreement shall be determined in accordance with the terms and conditions set forth in the Loan Agent Compensation Addendum attached hereto, as the same may be amended from time to time. HLC may, at any time and from time to time, change the amount and components of compensation to be paid to Loan Agent under the Compensation Addendum. If such change in compensation is acceptable to Loan Agent the parties shall execute a revised Loan Agent Compensation Addendum reflecting such change. If such change in compensation is not acceptable to Loan Agent, the parties will either attempt to renegotiate compensation terms acceptable to both parties or terminate this Agreement.

(1) In the event of termination of this Agreement for any reason other than termination by HLC for cause, and in the case where Loan Agent elects to terminate this Agreement, provided that Loan Agent has given the required 14 day notice prior to termination, Loan Agent shall be entitled to receive compensation for loans in process originated by Loan Agent as provided in this Subsection 13(a)(1), except as may be provided otherwise in this Agreement or in the Loan Agent Compensation Addendum as may be amended from time to time. To receive such compensation, Loan Agent must provide, subject to verification by HLC, a complete list of Loan Agent's originated loans in process on which Loan Agent would otherwise be entitled to receive compensation under this Agreement, if any, and the current status of such loans. Loan Agent's list must be provided within one week after notice of termination is provided by HLC or on the date notice of termination is provided by Loan Agent. No such list shall be required in the event of Loan Agent's death. Loan Agent agrees to cooperate with HLC to process loans Loan Agent has originated that have not been closed by the time Loan Agent leaves HLC. If Loan Agent is terminated by HLC without cause, or leaves because of disability or death, HLC shall pay Loan Agent the full commission to which Loan Agent would otherwise be entitled under this Agreement on all loans on Loan Agent's verified list which are closed by HLC within thirty (30) days after Loan Agent's last day. If Loan Agent terminates this Agreement after giving the required 14 days advance notice, HLC shall pay Loan Agent's commissions on all loans on Loan Agent's verified list that are closed by HLC within thirty (30) days after the date Loan Agent provides such notice of termination. Loan Agent shall not be entitled to any compensation for loans on Loan Agent's verified list in the event that 1) the loans do not conform in any material respect to HLC standards, or 2) Loan Agent did not comply in any material respect, with the terms and conditions of this Agreement. HLC shall charge the normal processing fee against Loan Agent's verified list, in addition to the following, which shall be charged against compensation as follows: 1) delivery of insufficient application fees; 2) realization by HLC of a loss on the loan due to Loan Agent's quoting of incorrect prices, yields, ratios, fees, index amounts, or margin amounts on adjustable rate mortgage loans, or incorrect quotes for graduated payments or buydowns; 3) additional overhead, losses, or other costs incurred by HLC due to Loan Agent's refusal to cooperate in all respects with the processing, settlement and post-closing review of the loan.

(2) In the event of termination of this Agreement for cause, or should Loan Agent terminate this Agreement without the requisite 14 days advance written notice to HLC, Loan Agent shall be entitled to receive compensation only for those loans that settle on or before the date of termination of Loan Agent's services. Loan Agent shall not otherwise be entitled to any severance compensation.

(b) Loans in Process. It is expressly acknowledged and agreed by Loan Agent that all loans originated and contracts obtained by Loan Agent during the term of this Agreement with HLC are the sole and exclusive property of HLC, without regard to the stage of processing of such loans or performance of such contracts. Upon termination of this Agreement for any reason, such loans and contracts shall remain the sole and exclusive property of HLC. Loan Agent covenants and agrees that Loan Agent shall take no action of any type whatsoever to place such loans originated, and contracts obtained by Loan Agent, with another lender without the express prior written consent of HLC. Loan Agent hereby agrees to indemnify, reimburse and hold HLC harmless from and against any and all losses HLC sustains as a result of any breach of this provision by Loan Agent.

(c) Offset. In the event of Loan Agent's termination from HLC for any reason, compensation under this Section is subject to offset by HLC for any claim it may have against Loan Agent.

(d) Return of Materials. Upon the termination of this Agreement for any reason whatsoever, Loan Agent agrees to return all materials of any type provided to Loan Agent by HLC, including without limitation all customer lists, keys, samples, price lists, forms, handbooks, printouts, surveys and other materials and property belonging to HLC, whether issued to Loan Agent or loaned to customers or prospects by HLC or otherwise.

**14. Indemnification.**

In addition to any other rights and remedies that HLC may have hereunder or at law, Loan Agent shall indemnify and hold HLC harmless from and against, and shall reimburse HLC for, any losses, damages, deficiencies, claims, causes of action or expenses of any nature (including attorneys fees) relating to any act or omission by Loan Agent occurring during the term of this Agreement or for Loan Agent's failure to perform its obligations under this Agreement. HLC shall have the right in good faith to set-off and to appropriate or apply commissions due to Loan Agent to any and all indebtedness at any time due from Loan Agent to indemnify HLC pursuant to this Section.

**15. Notices.**

Any notice required by this Agreement shall be given in writing and personally delivered or sent to the respective parties with the proper postage by certified mail affixed and addressed to the parties at their respective addresses set forth below. Such notice shall be deemed given five (5) days after mailing by certified mail, if not personally delivered. By written notice to the other party, a party may change the address to which any notice hereunder may be sent. In addition to other notices Loan Agent may be required to provide to HLC under this Agreement, Loan Agent has the express duty to notify HLC of any facts or circumstances relating to the Loan Agent's provision of services hereunder that could have a material adverse affect on the business, finances, customers, clients, or reputation of HLC.

If to Loan Agent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Company: Home Loan Consultants, Inc.  
6815 Flanders Drive, Suite 150  
San Diego, California 92121

**16. Waivers.**

No provision of this Agreement may be waived except by a written instrument signed by the party waiving such provision. A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof, or nay of any other term or condition of the Agreement.

**17. Consent to Investigation.**

By signing this Agreement, Loan Agent consents and authorizes HLC to conduct a thorough background investigation on Loan Agent. This background investigation shall include, without limitation, a criminal investigation, a credit application and telephone interviews with Loan Agent's references and previous employers. In conducting its investigation HLC may use personal information about Loan Agent including, without limitation Loan Agent's date of birth and social security number.

**18. Severability.**

If any provision in this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

**19. Successors and Assigns.**

Loan Agent may not, under any circumstances delegate any of Loan Agent's rights or obligations hereunder without first obtaining the written consent of HLC. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, and personal representatives including any successor of HLC by merger, consolidation or other reorganization.

**20. Governing Law.**

This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of California, with venue in San Diego County, without other reference to choice of law principles.

**21. Arbitration of Disputes.**

In the event of a disagreement or dispute between HLC and Loan Agent arising out of or connected with this agreement which cannot be adjusted by and between the parties involved, the parties shall first submit the dispute to the San Diego Board of Realtors, of which HLC is a member, for arbitration pursuant to the provisions of its Bylaws; said provisions being incorporated herein by reference, and if the Bylaws of such Board include no provision for arbitration of the dispute involved, the dispute shall be submitted to the American Arbitration Association. Any such dispute submitted to the American Arbitration Association shall be arbitrated in the City of San Diego, in the County of San Diego, in which HLC maintains its principal place of business and in accordance with the laws of the State of California by a single arbitrator agreed to by the parties. If the parties cannot agree on the appointment of an acceptable arbitrator, then the arbitrator shall be appointed by the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, except with respect to the selection of a single arbitrator which shall be as provided for in this Section. The award of the arbitrator shall be binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the right to grant all such relief as he/she may deem reasonable and appropriate including, but not limited to, the payment of compensation for any period during which compensation was not paid. The arbitrator shall be limited to interpretation of this Agreement and shall have no right or authority to modify or supersede this Agreement in any fashion. Notwithstanding the foregoing, HLC and Loan Agent are not required to arbitrate any dispute arising out of a breach of Sections 7 through 9 of this Agreement.

**22. Entire Agreement.**

This Agreement (including any addenda or attachments hereto) contains the entire Agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the parties other than those set forth herein and therein.

**23. Amendment.**

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

24. **Effective date.**

The effective date of this Agreement shall be the date set forth in the first paragraph hereof. HLC shall not be bound by this Agreement until the effective date. Moreover, even after the effective date, Loan Agent shall not undertake any activities on HLC's behalf or pursuant to this Agreement, including, but not limited to soliciting, funding, or brokering residential mortgage loans, until such time as Loan Agent i) receives written authorization to do so from HLC President and ii) obtains all appropriate and required licenses. No contractual relationship shall be created between Loan Agent and HLC until Loan Agent i) receives written authorization from HLC President to begin soliciting, funding , or brokering loans, and ii) obtains all appropriate and required licensing.

**IN WITNESS WHEREOF**, Each of the parties has executed this Loan Agent Agreement as of the effective date set forth above.

**HOME LOAN CONSULTANTS, INC.**

By: \_\_\_\_\_  
John Butcherine, President

**LOAN AGENT**

\_\_\_\_\_



HOME LOAN  
CONSULTANTS

## ZERO TOLERANCE LOAN FRAUD POLICY

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*All approved originators must be aware that submission of a loan application containing false information is a crime.*

### TYPES OF LOAN MISREPRESENTATION AND FRAUD

1. Submission of inaccurate or misleading information including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information including identity, ownership or non-ownership of real property.
2. Forgery or partially or predominantly inaccurate information.
3. Incorrect information regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security agreement.
4. Lack of due diligence by broker, loan officer, interviewer, processor, including failure to obtain all information as dictated by Borrower's response to the other questions.
5. Unquestioned acceptance of information or documentation which is known, or should be suspect to be inaccurate.
  - a) Simultaneous or consecutive processing of multiple owner-occupied loans from on application multiple properties, or from one applicant supplying different information on each application on multiple properties, or from one applicant supplying different information on each application.
  - b) Allowing an applicant or interested third party to "assist" with the processing of the loan.
6. Broker's non-disclosure of relevant information.

### CONSEQUENCES

The effect of "Loan Fraud" is costly to all parties involved. HOME LOAN CONSULTANTS stands behind the quality of its loan production. Fraudulent loans damage our reputation with our investors and mortgage insurance providers.

The Price paid by those who participate in "Loan Fraud" is even more costly. Below is a list of some of the potential consequences that may be incurred.

### CONSEQUENCES TO LOAN ORIGINATOR

1. Criminal prosecution.
2. Loss or suspension of Real Estate Broker's license, Salesperson's license and/or other applicable licenses.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including the submission of information to investors, police agencies and the appropriate State agencies.
4. Civil action by HOME LOAN CONSULTANTS.
5. Civil action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with HOME LOAN CONSULTANTS.



**HOME LOAN  
CONSULTANTS**

**CONSEQUENCES TO BORROWER**

1. Acceleration of debt. Paragraph 6 of the uniform FNMA/FHLMC Deed of Trust states: “Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information of statements to lender (or failed to provide lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower’s occupancy of the Property as a principal residence, “NOTE: Foreclosure under this section of the Deed of Trust does not require the Borrower to be in ‘payment default’. As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay off the loan in full prior to the sale of the property.”
2. Criminal prosecution.
3. Civil action by HOME LOAN CONSULTANTS.
4. Civil action by all parties to the transaction, such as seller or real estate agent/broker.
5. Employment termination.
6. Loss of professional license.
7. Adverse effect on credit history.

**IMPORTANT NOTICE**

All loans submitted to HOME LOAN CONSULTANTS will be subject to any and all services provided by the Internal Revenue Service under IRS code 4506 with regard to income verification. In the event that a borrower has misrepresented any income that is not in conformance with the income indicated on the borrower’s tax return, borrower may be subject to one or all of the following:

- IRS audit to reconcile the difference between the income and the loan application and the income on the tax return.
- Penalties and interest on any portion deemed by the IRS to be an underpayment of taxes as determined by the audit.
- Criminal penalties for having provided misinformation on either the tax return or the loan application.

I have carefully read the foregoing and fully understand HOME LOAN CONSULTANTS position on Loan Fraud.

---

Signature

---

Date



# HOME LOAN CONSULTANTS

*(No cover letter needed)*

## LOAN OFFICER/BROKER APPLICATION

### CONTACT INFORMATION

Name:	Social Security #:	
Home Address:		
City:	State:	Zip:
Home Phone:	Home Fax:	
Office Address:		
City:	State: Zip:	
Office Phone:	Cell Phone/Page:	
Email:	Dedicated Fax Line:	

### EXPERIENCE & LICENSING (PLEASE ATTACH RESUME)

Type of License (if app):	<input type="checkbox"/> Sales <input type="checkbox"/> Broker	License # (if app):
Years Originating Loans:	Average # of loans closed per month:	
Focus:	<input type="checkbox"/> Purch <input type="checkbox"/> Refi. <input type="checkbox"/> Conform <input type="checkbox"/> Jumbo <input type="checkbox"/> A <input type="checkbox"/> B/C <input type="checkbox"/> Conv <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> 1sts <input type="checkbox"/> 2nds	
Leads:	<input type="checkbox"/> Realtors <input type="checkbox"/> Telemkt. <input type="checkbox"/> Mail <input type="checkbox"/> Internet <input type="checkbox"/> Referral <input type="checkbox"/> Print Ad <input type="checkbox"/> Radio <input type="checkbox"/> Title Co.	
How did you hear about Home Loan Consultants?	<input type="checkbox"/> Mailer <input type="checkbox"/> Referral <input type="checkbox"/> Classified Ad <input type="checkbox"/> Industry Rep <input type="checkbox"/> Meetings	
Do you plan on originating loans outside the state you work in?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
You will be working from:	<input type="checkbox"/> Home Office <input type="checkbox"/> Commercial Office	
When was the last time you originated a loan?		
If working under Mentor Program, who will be your mentor?		
If DRE Broker, will you be exclusive (FHA and out of state) or non-exclusive?		
Will you be conducting real estate transactions as well?		

### MORTGAGE RELATED BUSINESS REFERENCES--REQUIRED

*Your references must be from either: 1) People who have supervised you originating loans, i.e. Product Manager or 2) A underwriter or account executive that you consistently submit loans to.*

Name:	Title:
Company:	Phone:
Name:	Title:
Company:	Phone:

**DO YOU KNOW ANY LOAN OFFICERS WHO YOU CAN REFER TO HOME LOAN CONSULTANTS?**

Almost all of our new originators are referred to us from current Home Loan Consultant employees. Please take this opportunity to affect the future of Home Loan Consultants by providing us with names and phone numbers of 3 successful, stable, and self-sufficient originators who you would be proud to call your peer. Thank You.

Name:	Day Phone:
Name:	Day Phone:
Name:	Day Phone:

**PLEASE LIST YOUR PREFERRED VENDORS BELOW THIS IS REQ'D PRIOR TO FINAL APPROVAL**

Vendor	Company	Contact	Area code and Phone #:
Appraiser			
Escrow			
Title			
Credit			
Processing			

**LEGAL QUESTIONNAIRE**

- Have you ever been suspended as a lender?  
If yes, by whom, the reason, and how was it resolved, if at all?  Yes  No
- Have you ever had your license suspended or revoked by the DRE?  
If yes, by whom, the reason, and how was it resolved, if at all?  Yes  No
- Have you ever been found guilty of a felony in a court of law?  
If yes, for what were you found guilty and was it resolved, if at all?  Yes  No
- Is there any pending litigation against you?  
If yes, by whom and for what?  Yes  No

*If "Yes" to any of the above, please explain on a separate piece of paper.*

**IMPORTANT PLEASE READ CAREFULLY**

I certify that the facts contained in this application are true and complete to the best of my knowledge and understanding that, if employed, falsified statements on this application shall be grounds for dismissal.

I authorize investigation of all statements contained herein and the references listed above to give you and all information concerning my previous employment and any pertinent information they may have. In submitting this application for employment, I understand that an investigation may be made whereby information is obtained regarding my character, previous employment, general reputation, education background, credit record and/or criminal history. I authorize anyone possessing this information to furnish it to Home Loan Consultants Mortgage Corp. and or 3rd party company upon request and I release anyone so authorized, Home Loan Consultants Mortgage Corp., and 3rd party company from all liability and damages whatsoever in furnishing, obtaining or using said information.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in immediate dismissal. I understand, also, that I am required to abide by all rules and regulation of Home Loan Consultants Mortgage Corp.

I understand and agree that if employed, the employment will be "at will." That is, either I or Home Loan Consultants Mortgage Corp, may end that employment relationship at any time, for any reason. I understand that receipt for this application by Home Loan Consultants Mortgage Corp. does not imply employment and that this application and/or any other Home Loan Consultants Mortgage Corp. documents are not contract of employment.

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

Print: \_\_\_\_\_



## HOME LOAN CONSULTANTS

### **HLC Compliance Checklist**

The following punch lists are compliance items that are required for us to stay in business long term. Please read these carefully. You also may want to copy this checklist to give to your people. We want our loan officers to operate in an ethical and responsible fashion as this is part of what makes Home Loan Consultants, Inc a great place to work for. HLC reserves the right to terminate a loan agent should he/ she not comply with any of the following listed. Congratulations on your decision to join a world class organization.

#### **\*Read each paragraph and initial acknowledging you understand the mentioned paragraph**

\_\_\_ All loans must be registered by our proprietary loan origination system referred to as the HLC system. <https://mortgage.askcredit.com/HLC> within 48 hours of receipt of application. All information must be complete and accurate as possible. Full "REG Z" compliance must be completed. For loans not entered the loan agent will be subject to a \$250.00 fine.

\_\_\_ You must present a complete and accurate (MLDS) Mortgage Loan Disclosure Statement to all applicants within 72 hours of receipt of application. This is a REG Z requirement. It is recommended that an initial MLDS be signed at the time of application. Copies of all MLDS' /Good Faith Estimate must be in the loan file. All fees must be properly disclosed. A faxed copy from the borrower is acceptable.

\_\_\_ Under no circumstances shall any loan agent give legal or tax advice to any clients. Any specific questions or concerns that the applicant may have should be directed to an attorney , CPA or an expert in the appropriate field. It is essential to discuss all details including but not limited to pre-payment penalty, balloon payments, rate adjustments, payment and interest rate with each applicant

#### **CLOSED/ CANCELLED FILES**

\_\_\_ All declined loans must contain a completed "denial of credit " letter and are required to be delivered to corporate office within 10 days after cancellation.

\_\_\_ A completed file containing all required disclosures, with all applicable signed disclosures and relevant documents must be delivered to corporate in order to receive any commissions. Please refer to the HLC stacking order. File also must contain reconciliation form and final HUD-1.

#### **COST/ EXPENSES**

\_\_\_ It is the loan agent's responsibility to pay any burned appraisal fees within 10 business days of the loan cancelling. Loan agent shall be subject to a fee of \$50 and any collection charges should the corporate office incur any loss from paying a burned appraisal fee. Loan agent will be responsible for credit report, appraisal, 442 certs, HOA cert , or any other cost incurred relating to an open , closed or cancelled file.

**ADVERTISING**

\_\_\_\_\_ All advertising and web site designs must be approved by the corporate office to ensure REG Z compliance and ECOA. Radio ads, telemarketing scripts, direct mail pieces, posters, signs , business cards, must be reviewed.

**FEES**

\_\_\_\_\_ Under no circumstances can more than the actual cost of credit reports, appraisal reports, HOA certs, or any third party fee be charged at a profit to the loan officer. Only the actual cost may be charged to the borrower.

\_\_\_\_\_ Loan agent shall be limited to charging a **\$500** application fee maximum to help offset operational costs. This fee must represent a fair and reasonable charge and cannot be excessive. Processing fee maximum for a first mortgage is **\$995 +\$35**. A stand alone 2<sup>nd</sup> can be charge at **\$695 maximum**. Charging in excess of this amount is viewed as deceptive practices by the authorities. Any amount in excess of these charges will be reimbursed back to the borrower.

\_\_\_\_\_ Loan agent realizes that certain lenders have policies set in place that charge back the rebate of a loan should it be paid off by the same loan agent inside of 120 or 180 days. Please check with your account rep to see what there rebate/fees charge back period is. The loan agent acknowledges that they are responsible for 100% of those fees to be reimbursed. Churning of loans is strictly prohibited.

**ERRORS AND OMISSIONS**

\_\_\_\_\_ Home Loan Consultants, Inc carries broad coverage for any error and omission to prevent any potential losses. So long as the acts that may cause injury to others are not make in an intentional or malicious manner. A loan agent and independent processor may be covered under the company’s master insurance policy. A fee for the E & O insurance will be charged and deducted from each closed file before any disbursements of commissions are paid. A processor cannot be paid directly from escrow. All processors must be approved with HLC. The cost of E & O Insurance cannot be charged to the applicants as a fee relating to the loan. Acts of FRUAD WILL NOT BE COVERED.

NOTE: Coverage will remain in affect on all loans, even cancelled, so long as the loan is properly registered/ entered into <https://mortgage.askcredit.com/HLC>

I hereby acknowledge that I have read and understand the above.

\_\_\_\_\_

Signature of Loan Agent

\_\_\_\_\_

Date:

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

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

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

# Background Investigation Authorization

## IMPORTANT – PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGEMENT

In connection with your employment, application, or temporary agency/contractor assignment with \_\_\_\_\_ (hereinafter "COMPANY"), we may upon execution of this authorization, investigate the information contained in this form, your application and other relevant background information to determine whether you are a suitable candidate for employment, promotion, position re-assignment or contract. Therefore, COMPANY will request a consumer report or investigative consumer report as defined under applicable state and federal law from a third party agency, Background Investigations/OneCreditSource.com, 1800 Blankenship Rd, Suite 250, West Linn, OR 97068, 800-955-1356. The scope of the report request by COMPANY may include information relating to criminal history, academic achievement, employment history, Social Security Number verification, character, general reputation, personal characteristics, and mode of living. The purpose of the background investigation is to solely determine employment eligibility. If you do not authorize COMPANY to conduct your background investigation, you will not be considered for employment, promotion, position re-assignment or contract. If so, your application may be withdrawn, you may be removed from your position or your contract may be terminated, if applicable.

(MINNESOTA, OKLAHOMA AND CALIFORNIA applicants ONLY) Check the box if you wish to receive a copy of the report requested by COMPANY. If I am a California resident, I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person, by request by certified mail to have materials sent to me, or by phone, if proper identification is provided. I also understand that I can request trained personnel to explain information to me, including coded information, and that I can be accompanied by a representative.

If the report, in whole or in part, supports making an adverse decision affecting your employment or contract, COMPANY will provide you, before making the adverse decision, a copy of the report and a description in writing of your rights under the Fair Credit Reporting Act and any applicable state laws. If you are ineligible for employment or your background is unacceptable to COMPANY, COMPANY may not hire you or may remove you from your position, assignment or terminate your contract. If this information is retained, it will be kept confidential and separate from your personnel file, if you are hired.

By checking this box and with my signature below, I acknowledge receipt of a copy of the "CONSUMER REPORT FOR EMPLOYMENT PURPOSE DISCLOSURE FORM".

Please complete the form below:  Applicant/Team Member  Temporary Agency Personnel/Contractor  Temp to Hire

Current Name – Last, First, Middle Name	Social Security Number
Other Names You Have Used - Last, First, Middle Name	Date of Birth

**Residence Data:** Beginning with your current address, list all addresses where you have resided in the last 10 years.

Dates – From/To	Street Address	City, State, Zip

Have you ever been convicted of, participated in a pre-trial program with respect to, or are there any pending charges against you involving a criminal offense?

Yes  No If yes, clarify \_\_\_\_\_

### Acknowledgement and Authorization

I acknowledge receipt of this background investigation authorization, as set forth above, and certify that I have read and understand these disclosures. If I was previously on a short term or temporary assignment with \_\_\_\_\_ (hereinafter, "COMPANY"), I consent by my signature below, that the results of the previously procured report may be shared among Background Investigations/OneCreditSource.com, COMPANY and the staffing agency. I authorize COMPANY or its representative to obtain a "consumer report" or "investigative consumer report" as defined under applicable state and federal law or other background information used in connection with COMPANY consideration of me for employment, promotion, position re-assignment or contract. I acknowledge that a telephonic facsimile or copy of this release shall be as valid as the original. To the maximum extent permitted by law, this authorization is valid for all federal, state, county and local agencies and authorities. I understand I have the right to make a written request within a reasonable period of time (not to exceed 30 days) after receipt of this notice for complete and accurate disclosure of information concerning the nature and scope of the investigation.

I certify all my answers on this Authorization are true and complete. I understand that the falsification, omission or misrepresentation of fact on this Authorization (or any other accompanying or required documents) may be cause for denial of employment or immediate termination of employment if hired, regardless of when or how discovered.

Applicant's Signature

Driver's License Number/State

If under 18 Parent's Signature

Date

X

X

\*\*\*Search requests will not be processed unless a fully executed copy of this form is returned to Background Investigations/OneCreditSource.com\*\*\*

FAX with search request to: Background Investigations/OneCreditSource.com at 800-955-1361

# **CONSUMER REPORT FOR EMPLOYMENT PURPOSE DISCLOSURE FORM**

**Per Section 604 of the Fair Credit Reporting Act of 1996, this is to inform you that a Consumer Report for Employment Purposes may be obtained.**

**You are also advised that information from a Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.**

**You are also informed that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, the company will provide you:**

**A copy of the Consumer Report for Employment Purposes; and**

**A copy of your rights, in the approved FTC format.**

**I have read and understand the above information. I agree by affixing my signature to the accompanying "Background Investigation Authorization" form.**

# A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the [complete text of the FCRA](#), 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING	PLEASE CONTACT
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552* 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 * 202-720-7051

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made effective as of \_\_\_\_\_ by and between Home Loan Consultants, Inc., a California Corporation, 6815 Flanders Drive, Suite 150, San Diego, California 92121 (hereinafter "Owner") and \_\_\_\_\_, (hereinafter "Recipient").

### 1. Confidential Information.

By virtue of Recipient's working relationship with Owner, Owner may be required to disclose certain of its confidential and proprietary information to Recipient, or Recipient may discover or develop new or changed concepts or information pertaining to the business of Owner (collectively the "Confidential Information"). Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, systems, concepts, client lists, customer lists, lender lists and other information disclosed or submitted, orally, in writing, or by any other media or orally, to Recipient by Owner, or discovered or developed by Recipient during the term of Recipient's working relationship with Owner. Nothing herein shall require Owner to disclose any of its information to Recipient.

### 2. Recipient's Obligations.

A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not remove the same from the Owner's premises, nor use the Confidential Information other than for the purposes of Recipient's business with Owner, and shall disclose it only to those individuals who also have a working relationship with Owner, and who have a specific need to know the same in order to efficiently conduct themselves in the context of their relationship with Owner. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information to any other party whatsoever except as set forth herein, without the specific prior written authorization of Owner.

B. Confidential Information furnished to Recipient in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies thereof, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. In that event, Recipient shall provide a written certification to Owner declaring under penalty of perjury that the destruction has occurred within ten (10) days thereafter.

### 3. Term.

The obligations of Recipient herein shall be effective for a period of two years from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

#### 4. Other Information.

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient, or is rightfully received by Recipient without obligations of confidentiality; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose the same is given to Owner along with the asserted grounds for disclosure and a detailed description of the Confidential Information which is proposed to be disclosed.

#### 5. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products or business. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a similar product or business which would compete with the business of Owner.

#### 6. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of California, with venue in the San Diego Main Judicial District, and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies to which Owner may be entitled, such equitable relief as may be necessary to protect Owner against any breach or threatened breach of the terms of this Agreement.

#### 7. Final Agreement.

This Agreement supersedes all prior understandings or agreements on the subject matter hereof between the respective parties. This Agreement may be modified only by a further writing that is duly executed by both parties.

#### 9. No Assignment.

Recipient may not assign this Agreement nor any interest herein without Owner's express prior written consent.

#### 10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

#### 11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services as follows:

If to Owner:

Home Loan Consultants, Inc.  
6815 Flanders Drive, Suite 150  
San Diego, California 92121

If to Recipient:

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any other or additional term hereof.

13. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe the meaning or intent of this Agreement.

14. Attorney's Fees

In the event of a dispute between the parties, or if a party becomes involved in litigation because of the other party's actions or obligations under this Agreement, the court or any arbitrator(s) determining the dispute shall award reasonable attorney's fees and costs to the prevailing party. The award shall be sufficient to compensate the prevailing party for all attorney's fees and costs incurred in good faith.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date set forth above in the opening paragraph of this Agreement.

Recipient:

\_\_\_\_\_

(Name)

Owner:

\_\_\_\_\_

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

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

by: John Butcherine, President  
Home Loan Consultants, Inc.

## 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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Social security number								
OR								
Employer identification number								

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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 recipient has otherwise become a U.S. resident alien for tax purposes.

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

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

### Exempt From Backup Withholding

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

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

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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

Other payees that may be exempt from backup withholding include:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 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 (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov](http://www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

<sup>4</sup> List first and circle the name of the legal 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 regarding partnerships* on page 1.

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

## Privacy Act Notice

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

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

# Form W-4 (2007)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

**Exemption from withholding.** If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2007 expires February 16, 2008. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** You cannot claim exemption from withholding if (a) your income exceeds \$850 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 adjust your withholding allowances based on

itemized deductions, certain credits, adjustments to income, or two-earner/multiple job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

**Head of household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax

for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners/Multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

**Nonresident alien.** If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2007. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

## Personal Allowances Worksheet (Keep for your records.)

**A** Enter "1" for **yourself** if no one else can claim you as a dependent . . . . . **A** \_\_\_\_\_

**B** Enter "1" if:   
 { • You are single and have only one job; or   
 • You are married, have only one job, and your spouse does not work; or   
 • Your wages from a second job or your spouse's wages (or the total of both) are \$1,000 or less. } . . . . . **B** \_\_\_\_\_

**C** Enter "1" for your **spouse**. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . . **C** \_\_\_\_\_

**D** Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return . . . . . **D** \_\_\_\_\_

**E** Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) . . . . . **E** \_\_\_\_\_

**F** Enter "1" if you have at least \$1,500 of **child or dependent care expenses** for which you plan to claim a credit . . . . . **F** \_\_\_\_\_

(**Note.** Do **not** include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

**G Child Tax Credit** (including additional child tax credit). See Pub 972, Child Tax Credit, for more information.   
 • If your total income will be less than \$57,000 (\$85,000 if married), enter "2" for each eligible child.   
 • If your total income will be between \$57,000 and \$84,000 (\$85,000 and \$119,000 if married), enter "1" for each eligible child plus "1" **additional** if you have 4 or more eligible children. **G** \_\_\_\_\_

**H** Add lines A through G and enter total here. (**Note.** This may be different from the number of exemptions you claim on your tax return.) ► **H** \_\_\_\_\_

For accuracy, **complete all worksheets that apply.**   
 { • If you plan to **itemize or claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.   
 • If you have **more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married) see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.   
 • If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

----- Cut here and give Form W-4 to your employer. Keep the top part for your records. -----

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<b>Employee's Withholding Allowance Certificate</b> ► <b>Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b>	OMB No. 1545-0074 <b>2007</b>
1 Type or print your first name and middle initial. Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note.</b> If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 _____
6 Additional amount, if any, you want withheld from each paycheck		6 \$ _____
7 I claim exemption from withholding for 2007, and I certify that I meet <b>both</b> of the following conditions for exemption. • Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability <b>and</b> • This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability. If you meet both conditions, write "Exempt" here . . . . . ►		7 _____
Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (Form is not valid unless you sign it.) ►		Date ►
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional) 10 Employer identification number (EIN)

**Deductions and Adjustments Worksheet**

**Note.** Use this worksheet *only* if you plan to itemize deductions, claim certain credits, or claim adjustments to income on your 2007 tax return.

**1** Enter an estimate of your 2007 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions. (For 2007, you may have to reduce your itemized deductions if your income is over \$156,400 (\$78,200 if married filing separately). See *Worksheet 2* in Pub. 919 for details.) . . . **1** \$ \_\_\_\_\_

**2** Enter:  $\left\{ \begin{array}{l} \$10,700 \text{ if married filing jointly or qualifying widow(er)} \\ \$ 7,850 \text{ if head of household} \\ \$ 5,350 \text{ if single or married filing separately} \end{array} \right\}$  . . . . . **2** \$ \_\_\_\_\_

**3** **Subtract** line 2 from line 1. If zero or less, enter “-0-” . . . . . **3** \$ \_\_\_\_\_

**4** Enter an estimate of your 2007 adjustments to income, including alimony, deductible IRA contributions, and student loan interest . . . . . **4** \$ \_\_\_\_\_

**5** **Add** lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 8* in Pub. 919) . . . . . **5** \$ \_\_\_\_\_

**6** Enter an estimate of your 2007 nonwage income (such as dividends or interest) . . . . . **6** \$ \_\_\_\_\_

**7** **Subtract** line 6 from line 5. If zero or less, enter “-0-” . . . . . **7** \$ \_\_\_\_\_

**8** **Divide** the amount on line 7 by \$3,400 and enter the result here. Drop any fraction . . . . . **8** \_\_\_\_\_

**9** Enter the number from the **Personal Allowances Worksheet**, line H, page 1 . . . . . **9** \_\_\_\_\_

**10** **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 **10** \_\_\_\_\_

**Two-Earners/Multiple Jobs Worksheet (See *Two earners/multiple jobs* on page 1.)**

**Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

**1** Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) **1** \_\_\_\_\_

**2** Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$50,000 or less, do not enter more than “3.” . . . . . **2** \_\_\_\_\_

**3** If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter “-0-”) and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . **3** \_\_\_\_\_

**Note.** If line 1 is *less than* line 2, enter “-0-” on Form W-4, line 5, page 1. Complete lines 4–9 below to calculate the additional withholding amount necessary to avoid a year-end tax bill.

**4** Enter the number from line 2 of this worksheet . . . . . **4** \_\_\_\_\_

**5** Enter the number from line 1 of this worksheet . . . . . **5** \_\_\_\_\_

**6** **Subtract** line 5 from line 4 . . . . . **6** \_\_\_\_\_

**7** Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . **7** \$ \_\_\_\_\_

**8** **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . **8** \$ \_\_\_\_\_

**9** Divide line 8 by the number of pay periods remaining in 2007. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2006. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . . **9** \$ \_\_\_\_\_

**Table 1**

**Table 2**

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$4,500	0	\$0 - \$6,000	0	\$0 - \$65,000	\$510	\$0 - \$35,000	\$510
4,501 - 9,000	1	6,001 - 12,000	1	65,001 - 120,000	850	35,001 - 80,000	850
9,001 - 18,000	2	12,001 - 19,000	2	120,001 - 170,000	950	80,001 - 150,000	950
18,001 - 22,000	3	19,001 - 26,000	3	170,001 - 300,000	1,120	150,001 - 340,000	1,120
22,001 - 26,000	4	26,001 - 35,000	4	300,001 and over	1,190	340,001 and over	1,190
26,001 - 32,000	5	35,001 - 50,000	5				
32,001 - 38,000	6	50,001 - 65,000	6				
38,001 - 46,000	7	65,001 - 80,000	7				
46,001 - 55,000	8	80,001 - 90,000	8				
55,001 - 60,000	9	90,001 - 120,000	9				
60,001 - 65,000	10	120,001 and over	10				
65,001 - 75,000	11						
75,001 - 95,000	12						
95,001 - 105,000	13						
105,001 - 120,000	14						
120,001 and over	15						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 6109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, and the District of Columbia for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

# Employment Eligibility Verification

## INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

**Anti-Discrimination Notice.** It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

**Section 1 - Employee.** All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. **The employer is responsible for ensuring that Section 1 is timely and properly completed.**

**Preparer/Translator Certification.** The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1 personally.

**Section 2 - Employer.** For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required document(s) within three business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. **Employers must record: 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins.** Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. **However, employers are still responsible for completing the I-9.**

**Section 3 - Updating and Reverification.** Employers must complete Section 3 when updating and/or reverifying the I-9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers **CANNOT** specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:

- examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C),
- record the document title, document number and expiration date (if any) in Block C, and
- complete the signature block.

**Photocopying and Retaining Form I-9.** A blank I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

**For more detailed information, you may refer to the Department of Homeland Security (DHS) Handbook for Employers, (Form M-274). You may obtain the handbook at your local U.S. Citizenship and Immigration Services (USCIS) office.**

**Privacy Act Notice.** The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. Immigration and Customs Enforcement, Department of Labor and Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

**Reporting Burden.** We try to create forms and instructions that are accurate, can be easily understood and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: **1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response.** If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., Washington, DC 20529. OMB No. 1615-0047.

**NOTE:** This is the 1991 edition of the Form I-9 that has been rebranded with a current printing date to reflect the recent transition from the INS to DHS and its components.

# Employment Eligibility Verification

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Verification.** To be completed and signed by employee at the time employment begins.

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

I attest, under penalty of perjury, that I am (check one of the following):

A citizen or national of the United States

A Lawful Permanent Resident (Alien #) A \_\_\_\_\_

An alien authorized to work until \_\_\_\_\_  
(Alien # or Admission #)

Employee's Signature	Date (month/day/year)
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**Preparer and/or Translator Certification.** (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

**Section 2. Employer Review and Verification.** To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s).

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____

**CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) \_\_\_\_\_ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)**

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name	Address (Street Name and Number, City, State, Zip Code)	
		Date (month/day/year)

**Section 3. Updating and Reverification.** To be completed and signed by employer.

A. New Name (if applicable)	B. Date of rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.	
Document Title: _____	Document #: _____
Expiration Date (if any): _____	

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Date (month/day/year)
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## LISTS OF ACCEPTABLE DOCUMENTS

LIST A	LIST B	LIST C
<b>Documents that Establish Both Identity and Employment Eligibility</b>	<b>Documents that Establish Identity</b>	<b>Documents that Establish Employment Eligibility</b>
<ol style="list-style-type: none"> <li>1. U.S. Passport (unexpired or expired)</li> <li>2. Certificate of U.S. Citizenship (<i>Form N-560 or N-561</i>)</li> <li>3. Certificate of Naturalization (<i>Form N-550 or N-570</i>)</li> <li>4. Unexpired foreign passport, with <i>I-551 stamp</i> or attached <i>Form I-94</i> indicating unexpired employment authorization</li> <li>5. Permanent Resident Card or Alien Registration Receipt Card with photograph (<i>Form I-151 or I-551</i>)</li> <li>6. Unexpired Temporary Resident Card (<i>Form I-688</i>)</li> <li>7. Unexpired Employment Authorization Card (<i>Form I-688A</i>)</li> <li>8. Unexpired Reentry Permit (<i>Form I-327</i>)</li> <li>9. Unexpired Refugee Travel Document (<i>Form I-571</i>)</li> <li>10. Unexpired Employment Authorization Document issued by DHS that contains a photograph (<i>Form I-688B</i>)</li> </ol>	OR	<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> </ol> <p style="text-align: center; font-weight: bold;">For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none"> <li>10. School record or report card</li> <li>11. Clinic, doctor or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>
	AND	<ol style="list-style-type: none"> <li>1. U.S. social security card issued by the Social Security Administration (<i>other than a card stating it is not valid for employment</i>)</li> <li>2. Certification of Birth Abroad issued by the Department of State (<i>Form FS-545 or Form DS-1350</i>)</li> <li>3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (<i>Form I-197</i>)</li> <li>6. ID Card for use of Resident Citizen in the United States (<i>Form I-179</i>)</li> <li>7. Unexpired employment authorization document issued by DHS (<i>other than those listed under List A</i>)</li> </ol>

**Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)**



**HOME LOAN**  
CONSULTANTS

**Credit Report Authorization**

I \_\_\_\_\_ hereby authorize Home Loan Consultants, Inc to pull my credit report from Landsafe credit services

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

SSN# \_\_\_\_\_

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



**HOME LOAN  
CONSULTANTS**  
Corporation Compensation Release  
(only complete if you have a corporation)

I, \_\_\_\_\_, hereby request that any/all future commissions be made  
Name of Loan Agent

Payable to: \_\_\_\_\_, a \_\_\_\_\_ Corporation. I hereby declare  
Name of Corporation State of Incorporation

That I have the authority to authorize such request.

The purpose of having commissions directed to my corporation is for tax purposes only. I understand that I will represent all Home Loan Consultants, Inc transactions as such, and not in the name of the above corporation.

Federal TAX ID No. \_\_\_\_\_

Date of Incorporation \_\_\_\_ \ \_\_\_\_ \ \_\_\_\_

Acknowledged:

\_\_\_\_\_  
Signature

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

Please attach a copy of your Articles of Incorporation..