



**MORTGAGE  
CONNECT**

## **Abstractor Set Up Package**



**This package contains the following documents:**

- **INTRODUCTION**
- **CONTACT INFORMATION**
- **TITLE PRODUCTS AND FEES**
- **TECHNOLOGY**
- **E & O INFORMATION**
- **BUSINESS HISTORY**
- **PROFESSIONAL BUSINESS REFERENCES**
- **PERSONAL REFERENCES**
- **COUNTY SURVEY**
- **INDEPENDENT VENDOR SERVICES AGREEMENT**
- **W-9**
- **VENDOR DIVERSITY QUESTIONNAIRE**
- **GRAMM-LEACH-BLILEY (GLBA)**
- **SEARCH PARAMETERS**
- **ABSTRACTOR CALL BACK SHEET**



## Abstractor Setup Package

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Dear Abstractor:

Thank you for your interest in becoming an approved independent abstract provider for Mortgage Connect's vendor panel. We are always in search of qualified and knowledgeable professionals to be placed on our panel of independent service providers.

As an approved abstract vendor, you will be responsible for completing and delivering the title search orders within specified timeframes. You must confirm receipt and advise Mortgage Connect of timeframe for every order. All title assignments will be sent with an Abstractor Call Back Sheet which should be utilized in the completion of the assignment.

In order to maintain the highest level of quality, Mortgage Connect requires all abstract vendors to go through an extensive vendor approval process. Attached please find our New Abstractor Set Up package for your review. In order to be added to our database of approved vendors, you will need to complete and return this package and provide copies of all necessary documentation.

Mortgage Connect will require:

- Summary of your standard coverage area and fees
- Photocopy of the declaration page from Errors and Omissions policy (a minimum of \$250,000 per occurrence). If you do not carry E & O, please notate on your return package.
- List of professional references and one (1) general reference.
- Signed copy of our Independent Vendor Services Agreement and W-9
- Supplier Diversity Checklist

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If you have questions please call 1-855-856-3837 or email [cmvendors@mortgageconnectlp.com](mailto:cmvendors@mortgageconnectlp.com) to contact our Vendor Management Team.

You may also visit our website at [www.mortgageconnectlp.com](http://www.mortgageconnectlp.com)

We look forward to establishing a strong business relationship with you.

Sincerely,

Mortgage Connect Vendor Management Team



## CONTACT INFORMATION

**State:** \_\_\_\_\_ **Main County:** \_\_\_\_\_

**Name of Company or Individual Name:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

<b>Address:</b> _____	<b>Mortgage</b>
_____	<b>Recording Address:</b> _____
_____	_____
	_____

<b>Phone:</b> _____	<b>Alt. Phone:</b> _____
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<b>Fax #:</b> _____	<b>Cell #:</b> _____
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**Courthouse Phone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Web Address (URL):** \_\_\_\_\_



## TITLE PRODUCTS AND FEES

**Primary Counties:** \_\_\_\_\_

**Additional Counties:** \_\_\_\_\_

**ALL FEE SHOULD INCLUDE THE DEED COPY FEES IN THE PRIMARY FEE QUOTE**

Search Types	Fee Amount	Turn Around Time
Deed Copy Search	\$	
Certified Copy of Mortgage or DOT	\$	
Property Report Search (Current Owner & Forward)	\$	
Institutional Search with E and R	\$	
Two Owner Search with E and R	\$	
Full Search or Purchase Search with E and R (Easement and Restrictions)	\$	
REO Search	\$	
Recording with Bring Down	\$	
Recording without Bring Down	\$	
Update	\$	
Other Copy Request (Post Search)	\$	

## TECHNOLOGY

☐ Email Access

☐ Internet Access

☐ Ability to Scan Documents

Preferred method for  
Delivery of Orders:

☐ Email

☐ Fax



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## E & O INFORMATION

Does the abstractor have E & O Coverage?: ☐ YES ☐ NO

E & O Insurance Provider: \_\_\_\_\_

Policy #: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Expiration Date: \_\_\_\_\_

## BUSINESS HISTORY

Number of years in business?: \_\_\_\_\_

If less than 2 years, please provide your work history: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Associates	Years of Experience
_____	_____
_____	_____
_____	_____

List specific types of abstracting experience (i.e. current owner, institutional lender, etc.):

\_\_\_\_\_  
\_\_\_\_\_

Is abstractor capable of performing closings?: ☐ YES ☐ NO

Is abstractor a policy issuing agent for a title insurance underwriter?: ☐ YES Underwriter Name: \_\_\_\_\_ ☐ NO



## PROFESSIONAL BUSINESS REFERENCES

Company: \_\_\_\_\_ Phone#: \_\_\_\_\_

Contact: \_\_\_\_\_ Spoke to: \_\_\_\_\_ Date: \_\_\_\_\_

Number of years you have been abstracting searches for this company?: \_\_\_\_\_

Types of searches that have been completed?: \_\_\_\_\_

Has your company ever had a claim as a result of work completed by you or your company? ☐ YES ☐ NO

If Yes, please  
explain: \_\_\_\_\_

Any comments on quality of work? \_\_\_\_\_

Would you recommend this company and/or abstractor?: ☐ YES ☐ NO

Reference completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ Phone#: \_\_\_\_\_

Contact: \_\_\_\_\_ Spoke to: \_\_\_\_\_ Date: \_\_\_\_\_

Number of years you have been abstracting searches for this company?: \_\_\_\_\_

Types of searches that have been completed?: \_\_\_\_\_

Has your company ever had a claim as a result of work completed by you or your company? ☐ YES ☐ NO

If Yes, please  
explain: \_\_\_\_\_

Any comments on quality of work? \_\_\_\_\_

Would you recommend this company and/or abstractor?: ☐ YES ☐ NO

Reference completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ Phone#: \_\_\_\_\_

Contact: \_\_\_\_\_ Spoke to: \_\_\_\_\_ Date: \_\_\_\_\_

Number of years you have been abstracting searches for this company?: \_\_\_\_\_

Types of searches that have been completed?: \_\_\_\_\_

Has your company ever had a claim as a result of work completed by you or your company? ☐ YES ☐ NO

If Yes, please  
explain: \_\_\_\_\_

Any comments on quality of work? \_\_\_\_\_

Would you recommend this company and/or abstractor?: ☐ YES ☐ NO

Reference completed by: \_\_\_\_\_ Date: \_\_\_\_\_



## GENERAL REFERENCES

Company: \_\_\_\_\_ Phone#: \_\_\_\_\_

Contact: \_\_\_\_\_ Spoke to: \_\_\_\_\_ Date: \_\_\_\_\_

How long have you known this abstractor?: \_\_\_\_\_

How would you describe their character?:

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Company: \_\_\_\_\_ Phone#: \_\_\_\_\_

Contact: \_\_\_\_\_ Spoke to: \_\_\_\_\_ Date: \_\_\_\_\_

How long have you known this abstractor?: \_\_\_\_\_

How would you describe their character?:

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## COUNTY SURVEY

### In County/Counties being serviced:

- Are the records available online? ☐ YES ☐ NO
- Can you email or fax from the courthouse? ☐ YES ☐ NO
- Can you utilize your laptop from the courthouse? ☐ YES ☐ NO
- As of Date Typically Run? ☐ 1 Day ☐ 2 Days ☐ Month  
☐ Behind by how much? \_\_\_\_\_

### Real Estate Taxes

- Are taxes at county level current? ☐ YES ☐ NO
- If no, how can they be obtained? ☐ Verbal (over the phone) ☐ Need written tax cert

### Recordation of documents for County/Counties serviced:

- Are the records available online? ☐ YES ☐ NO
- Same day recording date, book/page/instrument #? ☐ YES ☐ NO
- Same day recording date, book/page/instrument # issued next day? ☐ YES ☐ NO
- Drop off county, recorded documents sent back to the lender? ☐ YES ☐ NO
- Drop off county, recorded documents sent back to the abstractor? ☐ YES ☐ NO
- If noted as drop off county, please indicate approximately how long recording process may take: \_\_\_\_\_  
☐ YES ☐ NO
- Do the county/counties you service require a full legal description or is an abbreviated legal acceptable? ☐ Abbreviated ☐ Full



## INDEPENDENT VENDOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between MORTGAGE CONNECT, LP and its affiliates, subsidiaries and assigns (collectively "MORTGAGE CONNECT"), having its principal place of business at 600 Clubhouse Drive, Moon Township, PA 15108 and \_\_\_\_\_, an independent abstractor ("VENDOR") whose address is \_\_\_\_\_.

1. **Services Rendered:** MORTGAGE CONNECT may, from time to time and in its sole and absolute discretion, utilize VENDORS's services on a non-exclusive basis, to perform title searches, update orders, recordings along with other miscellaneous services requested by Mortgage Connect. Parameters for such orders will be explained on the order sheet provided on each request. VENDOR must be able to comply with all criteria provided by MORTGAGE CONNECT in order to accept the order. VENDOR shall have the sole and exclusive control of VENDOR's work and be solely responsible for the manner and details of VENDOR's Services hereunder. VENDOR shall return the completed orders to MORTGAGE CONNECT within the specific time frame set forth in the order instructions. VENDOR will advise MORTGAGE CONNECT of any inability or failure to complete any assignment as per the order instructions provided to VENDOR, immediately upon such inability or failure to complete the assignment as per the order instructions.
2. **Payment:** In consideration to VENDOR for the Services to be performed hereunder, MORTGAGE CONNECT shall pay VENDOR the amount set forth on vendor set up sheet attached to the Vendor onboarding package. MORTGAGE CONNECT will pay the same upon receipt of a n invoice.
3. **Term of Agreement:** This Agreement shall become effective on the date of execution hereof, and shall remain in force until terminated by either party. MORTGAGE CONNECT shall have the right to immediately terminate this Agreement in the event of any breach hereof by VENDOR. In the event of any termination of this Agreement, all work-in-progress will be completed in accordance with the terms and conditions set forth herein. If VENDOR fails to perform Services pursuant to the terms of the order instructions or the terms of this Agreement, VENDOR will not be entitled to any fees, costs, or expenses for the non-conforming Services.
4. **Representation and Warranties of VENDOR:**  
VENDOR hereby represents and warrants to MORTGAGE CONNECT that:
  - a. VENDOR possesses, and at all times during the term of this Agreement shall maintain, at their sole expense, errors and omissions insurance coverage in an amount of not less than \$250,000 per occurrence, and in the aggregate.
  - b. VENDOR recognizes that timely performance of the Services is essential to the continued, efficient operations of MORTGAGE CONNECT's business. VENDOR warrants that he/she will not respond to, or take, any assignment to perform Services hereunder unless VENDOR can perform such Services in the time frame specified by MORTGAGE CONNECT. VENDOR is required to remain in contact with MORTGAGE CONNECT regarding the status of each active order assigned to VENDOR.
  - c. Any and all agents or subcontractors that VENDOR retains and/or utilizes to perform any Service pursuant to this Agreement must agree in advance before performing such service to be bound to the terms and conditions of this Agreement. VENDOR shall be responsible for supervising the work of any subcontractor it retains or uses to perform Services.
  - d. VENDOR, its employees and agents, will comply with all laws, rules, regulations and other legal requirements applicable to VENDOR when fulfilling orders for MORTGAGE CONNECT. This includes state laws enacted to protect consumers from unfair, deceptive or abusive acts and practices, and to protect consumers' personal



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information, as more fully described in the Consumer Privacy Acknowledgement in the on-boarding package. VENDOR will have controls in place, and training for its employees and agents, to ensure compliance with these applicable laws.

- e. VENDOR will not compensate staff or agents in a manner that incents one to engage in inappropriate sales practices.
  - f. If VENDOR fails to meet a service level expectation in fulfilling an order, upon request, VENDOR will promptly provide MORTGAGE CONNECT with a summary of events and any corrective actions that VENDOR will take to cure the failure and/or avoid such failure reoccurring on future orders.
  - g. MORTGAGE CONNECT's clients do not permit any person to have access to the personal information of consumers if such individual has been convicted of a crime of dishonesty or breach of trust pursuant to Section 19 of the Federal Deposit Insurance Act (12 U.S.C. § 1829) ("Prohibited Offense(s)"). Therefore, VENDOR may not use any individual that has been convicted of a Prohibited Offense to perform Services under this Agreement. Accordingly, if VENDOR, its staff and/or agents, is convicted of a Prohibited Offense during the term of this Agreement, it must be reported to MORTGAGE CONNECT immediately and the individual(s) will no longer be eligible to perform Services for MORTGAGE CONNECT.
  - h. VENDOR acknowledges and agrees that orders fulfilled by VENDOR are MORTGAGE CONNECT's and its client's work product or "works made for hire" (as defined by the United States Copyright Act). VENDOR agrees to execute any documentation required to clarify or confirm this designation of "works made for hire".
  - i. VENDOR provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.
  - j. VENDOR maintains a process for identifying and reporting immediately to MORTGAGE CONNECT all customer/consumer complaints that arise in fulfilling an order. When reporting a complaint, VENDOR is to provide: any relevant notes, analysis, findings, and/or correspondences.
  - k. VENDOR has procedures in place to detect, prevent, and mitigate the risk of identity theft when fulfilling orders for MORTGAGE CONNECT. If VENDOR believes an event of identity theft may have occurred in fulfilling an order, VENDOR is to contact MORTGAGE CONNECT immediately.
  - l. VENDOR maintains anti-virus software on their computer systems and shall not contain or transmit any computer code designed to disrupt or disable the operation of MORTGAGE CONNECT and its computer systems (such computer codes are commonly referred to as "viruses" or "worms").
5. **Confidentiality:** VENDOR shall at all times maintain, as strictly confidential, any information received by VENDOR from MORTGAGE CONNECT or from the mortgage lender, title company, or borrower in the course of performing the Services hereunder (the "Confidential Information"). VENDOR will not, either during the term of this Agreement or at any time thereafter, use for VENDOR's own benefit, nor disclose to any third party not entitled thereto, any Confidential Information without the proper written consent of the party who furnished the same.
6. **Consumer Privacy Laws** To the extent VENDOR receives information about a consumer including any "personal information" as defined by Section 1798.140(o) of the California Consumer Privacy Act and its accompanying regulations (collectively, the "CCPA"), or "nonpublic personal information" as defined by Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801, et seq., as it may be amended from time to time, the regulations promulgated



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thereunder (“**GLB**”) (collectively, the “**Personal Information**”), such Personal Information shall not be retained, used, or disclosed for any other purpose than for the sole and specific purpose of performing the Services expressly specified in this Agreement, or as otherwise permitted by applicable law. VENDOR may need to share such Personal Information with third party service providers for the purpose of providing the Services to MORTGAGE CONNECT described in this Agreement. VENDOR further agrees to amend, modify, or delete any data or Personal Information, as provided to VENDOR by MORTGAGE CONNECT, as may be required for MORTGAGE CONNECT to comply with applicable law, including without limitation the CCPA. VENDOR represents and warrants that notwithstanding the terms of this Agreement or any other agreement, VENDOR does not and will not sell, as defined by the CCPA, Personal Information provided or made available to it by MORTGAGE CONNECT.

7. **Independent Contractor:** It is understood by the parties hereto that VENDOR shall at all times be an independent contractor, that VENDOR is not an employee of MORTGAGE CONNECT, and therefore, VENDOR is not entitled to employment benefits including, but not limited to healthcare benefits, retirement benefits, or any other type of employee benefit. As such, VENDOR shall be solely responsible for payment of all expenses incurred in performing the Services hereunder, as well as all federal, state and local taxes imposed on the payments made by MORTGAGE CONNECT for Services provided under this Agreement. MORTGAGE CONNECT shall not make any withholding for such taxes from any payments made to VENDOR. VENDOR understands and acknowledges that in the event VENDOR is paid in excess of \$600.00 for Services under this Agreement in any calendar year, MORTGAGE CONNECT will file a Form 1099MISC with the Internal Revenue Service and the appropriate state taxing agency(ies), and provide VENDOR with a copy of the same, on or before January 31<sup>st</sup> of the following year. Concurrently with the execution of this Agreement, VENDOR further agrees to execute an IRS Form W-9 to be provided by MORTGAGE CONNECT.

8. **Miscellaneous:**

- a. Notice. Any notices required or permitted to be given by either party to the other party hereunder shall be given in writing, and shall be deemed given when personally served, or when deposited in the United States mail, registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but either party may change its address by written notice in accordance with this paragraph.
- b. Indemnity. VENDOR agrees to indemnify and defend MORTGAGE CONNECT against, and hold MORTGAGE CONNECT harmless from all liability resulting from the negligence or willful misconduct of VENDOR in connection with the performance of the Services hereunder. The provisions of this Paragraph shall survive the revocation or termination of this Agreement.
- c. No Partnership. MORTGAGE CONNECT and VENDOR shall not be considered partners or joint venturers for any purpose. VENDOR has no authority to sign, bind, or enter into any agreements on behalf of MORTGAGE CONNECT, nor act as an agent or employee of MORTGAGE CONNECT for any purpose, including VENDOR's performance of Services hereunder. VENDOR shall act in all matters hereunder as an independent contractor and shall make no representations to the contrary to any person or entity.
- d. No Exclusivity. This is a non-exclusive Agreement, and nothing herein shall be construed to prevent VENDOR from providing Services to any other person, firm, or entity, including but not limited to any competitor of MORTGAGE CONNECT, nor shall anything herein be construed to require MORTGAGE CONNECT to order any particular amount of Services from VENDOR.
- e. Entire Agreement. This Agreement contains the entire statement of the agreement between the parties concerning the subject matter hereof, and supersedes and replaces all prior and contemporaneous agreements, promises, understandings, covenants, and communications between the parties concerning



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said subject matter, whether oral or written, express or implied. This Agreement may only be modified by an instrument in writing, signed by both parties hereto.

- f. Assignment. VENDOR shall not assign this Agreement or any rights hereunder without the prior written consent of MORTGAGE CONNECT, which MORTGAGE CONNECT may withhold in its sole, absolute, and subjective direction.
- g. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. In the event any legal action is brought to interpret or enforce any of the provisions of this Agreement, exclusive jurisdiction shall be in the state or federal courts located in Allegheny County, Pennsylvania.
- h. Binding. This Agreement will apply to and bind the parties hereto, and their legal representatives, successors and permitted assigns.
- j. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- k. Audit. MORTGAGE CONNECT may, upon providing reasonable notice to VENDOR and during normal business hours, conduct either remote and/or on-site audits of any facility from which VENDOR is performing Services for MORTGAGE CONNECT. The foregoing audit rights may include audits for (i) practices and procedures; (ii) systems; (iii) internal controls; (iv) security practices and procedures; (v) disaster recovery and backup procedures; (vi) charges under this Agreement; (vii) compliance with regulatory requirements; and (viii) any other reasonable purpose as determined by MORTGAGE CONNECT in order to confirm VENDOR is in compliance with this Agreement. VENDOR shall cooperate fully with MORTGAGE CONNECT's auditors performing such audits.

***THE VENDOR UNDERSTANDS AND ACKNOWLEDGES THAT NOTHING HEREIN SHALL OBLIGATE MORTGAGE CONNECT TO UTILIZE THE VENDOR'S SERVICES, OR ANY AMOUNT OF THE VENDOR'S SERVICES. THIS AGREEMENT ENABLES MORTGAGE CONNECT TO UTILIZE THE SERVICES OF THE VENDOR WHEN AND AS NEEDED.***

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Vendor

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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



## VENDOR DIVERSITY QUESTIONNAIRE

In an effort to identify diverse businesses within our supply chain, please complete the following questionnaire. Your participation is strictly voluntary. If you have any questions, please contact your Mortgage Connect representative.

**1. Company Ownership:**

Is the company at least 51% owned, operated, and controlled by one or more U.S. Citizens?

- ☐ Yes  
☐ No

**2. Business Type:**

(The company must be at least 51% owned, controlled, and actively managed by an individual or individuals that meet one or more of these business types) Check the box next to the business types that matches your type of diverse business.

- ☐ Minority Business Enterprise (MBE)
  - ☐ African American Male
  - ☐ African American Female
  - ☐ Asian Indian American Male
  - ☐ Asian Indian American Female
  - ☐ Asian Pacific American Male
  - ☐ Asian Pacific American Female
  - ☐ Hispanic American Male
  - ☐ Hispanic American Female
  - ☐ Native American Male
  - ☐ Native American Female
- ☐ Women-Owned Small Business Concern (WBE)
- ☐ Lesbian Gay Bisexual and Transgender Business Enterprise
- ☐ Veteran Business Enterprise (VBE)
- ☐ Disabled Veteran-Owned Enterprise (DVBE)
- ☐ Disabled Business Enterprise (DBE)
- ☐ Small Business Enterprise (Certified by U.S. SBA) (SBE)
- ☐ HUBZone Small Business Concern
- ☐ 8(a) Business Concern
- ☐ Historically Black College and University (Part B Institution)
- ☐ Small Disadvantaged Business Concern
- ☐ Not Applicable



**3. Certification(s):**

Check the box next to the certification category that matches the agency that issued your company's certification.

- ☐ DOT, State, City, and Other Diversity Certifications
- ☐ US Small Business Administration (Federal)
- ☐ NMSDC Certification
- ☐ WBENC Certifications
- ☐ NGLCC Certifications
- ☐ Other: \_\_\_\_\_
- ☐ Not Applicable

**Certification Information**

Please include a copy of your certification with this questionnaire

Agency Certification Type (MBE, WBE, LGBT, VBE, DVBE, DBE, SBE, etc.):

Certification Number:

Expiration Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By my signature below, I attest that all information presented in this contract agreement is truthful, and I agree to comply with the terms and conditions of this agreement set forth herewith. It is understood and agreed by you that all references herein to Mortgage Connect apply equally to Mortgage Connects affiliates and subsidiaries, including, without limitation, any joint venture to which Mortgage Connect is a party.

I do hereby swear and affirm that the foregoing is true, complete, and correct. I also understand that if I become a vendor, any falsehood or misrepresentation I make on this contract will result in Mortgage Connect terminating its relationship with my company.

Company Name: \_\_\_\_\_

Print Name of Business owner: \_\_\_\_\_

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

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



## **CONSUMER PRIVACY ACKNOWLEDGEMENT**

The Services Vendor is providing to Mortgage Connect are subject to the privacy regulations and information security guidelines issued by the federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act ("GLBA"). Furthermore, to the extent any personal information as defined by Section 1798.140(o) of the California Consumer Privacy Act and its accompanying regulations (collectively, the "CCPA"), is received, the requirements of the CCPA shall also apply to the Services. Pursuant to those laws, regulations and guidelines, covered financial institutions, Mortgage Connect and their agents with access to confidential data are required to ensure that all Abstractor Vendors and/or marketing providers who have access to customer information provide for confidentiality and security of such information. To facilitate our ability to demonstrate compliance with the privacy requirements of GLBA and CCPA, we ask that you agree to the following, which will apply to all data provided to you by Mortgage Connect or any of its affiliates or subsidiaries.

As used herein, the term "Customer Information" shall mean any "nonpublic personal information" about the "customers" and "consumer" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) of Mortgage Connect and any personal information as defined by Section 1798.140(o) of the CCPA. "Abstractor Vendor" shall mean the party accepting below as "Abstractor Vendor" and each of its affiliates and subsidiaries that are now or hereafter may be providing any goods or services to Mortgage Connect.

- Abstractor Vendor hereby agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by Abstractor Vendor under its agreement(s) with Mortgage Connect or as may be required by law or legal process, it will not disclose any Customer Information to any third party other than affiliates of Abstractor Vendor or Mortgage Connect.
- Abstractor Vendor hereby agrees that it will not use any Customer Information other than to carry out the purposes for which such Customer Information was disclosed by Mortgage Connect unless such other use is (a) expressly permitted by a written agreement executed by Mortgage Connect, or (b) required by law or legal process.
- Abstractor Vendor agrees to take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all Customer Information, to protect against anticipated threats or hazards to the security or integrity of such Customer Information and to protect against unauthorized access to or use of such Customer Information.
- Throughout the term of the Agreement, Abstractor Vendor shall implement and maintain "appropriate safeguards" as that term is used in section 314.49(d) of the FTC Safeguard Rule, 16 C.F.R. part 314 (the "FTC Rule") for all "customer information" as that term is defined in section 314.2(b) of the FTC Rule, owned by Mortgage Connect and delivered to the Abstractor Vendor pursuant to this Agreement.
- Abstractor Vendor certifies that they will comply with their state's requirement for document retention for the license under which they are providing services to Mortgage Connect. Once the required retention period has expired, Vendor certifies that they will destroy any Mortgage Connect related work product via shredding and/or burning.



Abstractor Setup Package

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- Abstractor Vendor shall promptly notify Mortgage Connect in writing of each instance of (i) unauthorized access to or use of that Customer Information that could result in substantial harm or inconvenience to a customer of Mortgage Connect or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of that Customer Information.
- Abstractor Vendor shall indemnify, defend and hold harmless, Mortgage Connect for security breaches, violations of GLBA and the CCPA caused by Abstractor Vendor's negligence or misconduct, and loss or material alteration of Customer Information.
- Abstractor Vendor will only use Customer Information for the sole and specific purpose of performing the Services for Mortgage Connect and will not, under any circumstance, sell, as defined in the CCPA, the Customer Information provided to Abstractor Vendor by Mortgage Connect.

Please acknowledge and accept the terms listed above by signing below.

Signature\_\_\_\_\_

Date\_\_\_\_\_





## Abstractor Setup Package

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Mortgage Connect Quality Assurance department will continually monitor your work as an Abstractor, and report any errors to Vendor Maintenance team to allow for on-going counseling and score carding of our vendor base.

Conversely, any and all positive client or borrower feedback will be quantified and will enhance your overall performance rating on the vendor panel. As your volume increases without errors, so will your rating as a vendor.

Mortgage Connect thanks you in advance for your efforts in maintaining the highest level of professionalism. We recognize the importance of your role in creating the most satisfying closing experience for our clients and their borrowers.

In closing, we look forward to working with you as a valued partner in our innovative approach to assuring the best closing experience for our lender partners to allow them to earn their customers for life. Should you have any questions, please contact our Vendor Maintenance at:

Mortgage Connect  
600 Clubhouse Drive  
Moon Township, PA 15108 (866) 789-1814

[cmvendors@mortgageconnectlp.com](mailto:cmvendors@mortgageconnectlp.com)



**SEARCH PARAMETERS**

<b>DCR - Deed Report:</b>	<ul style="list-style-type: none"><li>• Effective date</li><li>• copy of current deed conveying 100% interest - legible legal</li><li>• Tax ID OR parcel number</li></ul>
<b>PRT - Property Report:</b>	<ul style="list-style-type: none"><li>• Effective date</li><li>• Copy of current deed conveying 100% interest - legible legal</li><li>• All recorded liens (voluntary/involuntary) on grantors/vested owners/parties with interest</li><li>• Real estate taxes information to include parcel number, property tax status, paid/due/delinquent dates and amounts for city/county/township/borough</li></ul>
<b>PRLM:</b>	<ul style="list-style-type: none"><li>• Same as property report, in addition:<ul style="list-style-type: none"><li>○ Complete chain of assignments for security instruments</li><li>○ MERS number and info found with in supporting documents</li><li>○ Property assessments and property value (included with or in addition to tax)</li></ul></li></ul>
<b>PRLP - Property Report with copies of pertinent pages:</b>	<ul style="list-style-type: none"><li>• same as property report above, in addition:<ul style="list-style-type: none"><li>○ Recording page, legal description and signature page of security instruments</li></ul></li><li>• Complete chain of assignments for security instruments</li><li>• MERS number and info found within supporting documents</li></ul>
<b>PRTC - Property report with full copies:</b>	<ul style="list-style-type: none"><li>• Same as property report above, copy requirement:<ul style="list-style-type: none"><li>○ Full copies of all documents</li></ul></li><li>• Complete chain of assignments for security instruments</li><li>• MERS number and info found within supporting documents</li></ul>
<b>INSTITUTIONAL LENDER SEARCH - REFI:</b>	<ul style="list-style-type: none"><li>• Effective date</li><li>• Copy of current deed conveying 100% interest - legible legal</li><li>• Insured deed, arm's length transfer with concurrent PMM to institutional lender<ul style="list-style-type: none"><li>○ If current transfer is not insured, search to sat PMM must be completed OR three owner search/statutory (by state). Must be searched out of family; 24-month chain required</li></ul></li><li>• All recorded liens (voluntary/involuntary) on grantors/vested owners/parties with interest</li><li>• If no open mortgages, prior owner must be searched</li><li>• PUD/CONDO information, and search of CC&amp;R's / easements</li><li>• Real estate taxes information to include parcel number, property tax status, paid/due/delinquent dates and amounts for city/county/township/borough</li></ul>

**Abstractor Setup Package**

<b>TTLN:</b>	<ul style="list-style-type: none"><li>• Same as Institutional Lender Search - REFI - TTL</li><li>• Deed copy only</li></ul>
<b>TTLP:</b>	<ul style="list-style-type: none"><li>• Same as Institutional Lender Search - REFI - TTL - to include pertinent pages</li><li>• Recording page, legal description and signature page</li></ul>
<b>TTLW:</b>	<ul style="list-style-type: none"><li>• Same as Institutional Lender Search - REFI - TTL</li><li>• Full document copies required</li></ul>
<b>TWOO - TWO OWNER SEARCH:</b>	<ul style="list-style-type: none"><li>• 2 Owner search (arm's length transaction) or minimum of 10 years, whichever is longer</li><li>• Effective date</li><li>• Copy of current deed conveying 100% interest - legible legal</li><li>• All recorded liens (voluntary/involuntary) on grantors/vested owners/parties with interest, all assignment chains on mortgages/COT / MERS numbers and information required</li><li>• If no open mortgages, prior owner must be searched</li><li>• PUD/CONDO information, and search of CC&amp;R's / easements within the scope of the search must be reported</li><li>• Real estate taxes information to include parcel number, property tax status, paid/due/delinquent dates and amounts for city/county/township/borough</li></ul>
<b>FULL SEARCH and PURCHASE SEARCHES:</b>	<ul style="list-style-type: none"><li>• Length of search dictated by custom and practices for marketable title, state specific</li><li>• Effective date</li><li>• Copy of current deed conveying 100% interest - legible legal</li><li>• Deed copies in chain are required</li><li>• All recorded liens (voluntary/involuntary) on grantors/vested owners/parties with interest</li><li>• If no open mortgages, prior owner must be searched</li><li>• PUD/CONDO information, and search of CC&amp;R's / easements within the scope of the search must be reported</li><li>• Real estate taxes information to include parcel number, property tax status, paid/due/delinquent dates and amounts for city/county/township/borough</li></ul>

**Abstractor Setup Package**

<b>FORECLOSURE / REO:</b>	<ul style="list-style-type: none"><li>• Length of search dictated by custom and practices for marketable title, state specific</li><li>• Effective date</li><li>• Copy of current deed conveying 100% interest - legible legal</li><li>• Deed copies in chain are required</li><li>• All recorded liens (voluntary/involuntary) on grantors/vested owners/parties with interest</li><li>• If no open mortgages, prior owner must be searched</li><li>• PUD/CONDO information, and search of CC&amp;R's / easements within the scope of the search must be reported</li><li>• Real estate taxes information to include parcel number, property tax status, paid/due/delinquent dates and amounts for city/county/township/borough</li></ul>
<b>UPDATE:</b>	<ul style="list-style-type: none"><li>• Bring down search from the effective date of previous report</li><li>• New effective date / new search date</li><li>• Any changes that affect the property must be reported</li></ul>
<b>PFCF:</b>	<ul style="list-style-type: none"><li>• Same as a Two Owner Search</li></ul>
<b>PFCL:</b>	<ul style="list-style-type: none"><li>• Same as a Two Owner Search</li></ul>
<b>MFC:</b>	<ul style="list-style-type: none"><li>• Same as a Two Owner Search</li></ul>
<b>PJR:</b>	<ul style="list-style-type: none"><li>• Same as a Two Owner Search</li></ul>

**Billing Notes:** Vendor will provide an invoice with every service provided. Invoices will include all fees for the services, and must have prior approval from Mortgage Connect for any variances in the base fees.

Invoice discrepancies or missing payment invoices (missing payments should not be requested until 45 days after the service was performed and payment requested) should be mailed to one of the respective email addresses noted below.

Inspire invoices – [inspirevendorpayment@mortgageconnectlp.com](mailto:inspirevendorpayment@mortgageconnectlp.com)

Mortgage Connect invoices – [vendorpayment@mortgageconnectlp.com](mailto:vendorpayment@mortgageconnectlp.com)



# MORTGAGE CONNECT

## ABTRACTOR CALL BACK SHEET

ORDER # \_\_\_\_\_ VENDOR \_\_\_\_\_ SEARCH FEE  
W/COPY COST \_\_\_\_\_

SEARCH DATE \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

CALL IF BORROWER IS NOT IN TITLE AND THIS IS NOT A PURCHASE  
MOST CURRENT VESTING DEED INFORMATION

GRANTOR \_\_\_\_\_ VESTING \_\_\_\_\_

GRANTEE \_\_\_\_\_ VESTING \_\_\_\_\_

DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BOOK/INST # \_\_\_\_\_ PAGE \_\_\_\_\_  
(CIRCLE ONE)

LOCATION \_\_\_\_\_ CITY/TWP/BORO \_\_\_\_\_ COUNTY/PARISH \_\_\_\_\_ CONS.\$ \_\_\_\_\_

LEGAL DESCRIPTION - COPY OF DEED ATTACHED ☐ YES ☐ NO

PURCHASE ABSTRACTED 20 YEARS - ☐ YES ☐ NO COPIES OF CHAINS INCLUDED - ☐ YES ☐ NO

JUDGEMENTS RAN ON BUYER AND SELLER - ☐ YES ☐ NO

IS ADDRESS SAME AS ORDERED ☐ YES ☐ NO - EXPLAIN \_\_\_\_\_

DOES THIS DEED CONVEY 100% ☐ YES ☐ NO - EXPLAIN \_\_\_\_\_

ALL PARCELS/TRACTS MAKE UP THE ORDERED ADDRESS - ☐ YES ☐ NO FEE SIMPLE/LEASEHOLD

\*\*\*PLEASE STATE IF THIS IS AN INTEREST DEED, LIFE ESTATE, LAND CONTRACT ECT.\*\*\*

ASSESSMENT			CURRENT TAX INFORMATION			
TAX ID#	TAX TYPE	YEAR	OPEN	PAID	DELINQ	AMOUNT
LAND			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
BUILDING			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____
TOTAL			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____

(CIRCLE ONE)

OH. REGISTERED LAND/TORRENS CERT# \_\_\_\_\_ DATE TAXES LAST PAID: \_\_\_\_\_ QUAR. SEMI. ANNU.

MULTIPLE PARCELS - DOES THE TAX ID COVER ALL TRACTS/PARCEL - ☐ YES ☐ NO - (NEED ADDITIONAL INFO)

### MORTGAGE

(NEW YORK - NEED ALL ASSIGNMENTS)

MORTGAGOR - \_\_\_\_\_

MORTGAGEE - \_\_\_\_\_

DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BOOK/INST.# \_\_\_\_\_ PAGE \_\_\_\_\_

MULTIPLE PARCELS COVERS

AMOUNT -\$ \_\_\_\_\_ OPEN ENDED - ☐ YES - AMOUNT -\$ \_\_\_\_\_ ☐ NO ALL TRACTS ☐ YES ☐ NO

LAST ASSIGNED TO \_\_\_\_\_

RECORDED \_\_\_\_\_ BOOK/INST. # \_\_\_\_\_ PAGE \_\_\_\_\_

TRUSTEE \_\_\_\_\_ REASON FOR MODIFICATION/RECORDING (IF APPL) \_\_\_\_\_

### MORTGAGE

(NEW YORK - NEED ALL ASSIGNMENTS)

MORTGAGOR - \_\_\_\_\_

MORTGAGEE - \_\_\_\_\_

DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BOOK/INST.# \_\_\_\_\_ PAGE \_\_\_\_\_

MULTIPLE PARCELS COVERS

AMOUNT -\$ \_\_\_\_\_ OPEN ENDED - ☐ YES - AMOUNT -\$ \_\_\_\_\_ ☐ NO ALL TRACTS ☐ YES ☐ NO

LAST ASSIGNED TO \_\_\_\_\_

RECORDED \_\_\_\_\_ BOOK/INST. # \_\_\_\_\_ PAGE \_\_\_\_\_

TRUSTEE \_\_\_\_\_ REASON FOR MODIFICATION/RECORDING (IF APPL) \_\_\_\_\_

SATISFIED P.M.M. INFO LENDER \_\_\_\_\_

BOOK/INST. # \_\_\_\_\_ PAGE \_\_\_\_\_ RECORDED \_\_\_\_\_ SAT. \_\_\_\_\_

CONDO/P.U.D./WATERFRONT ☐ NO ☐ YES - NAME \_\_\_\_\_ BK/PG \_\_\_\_\_ REC. \_\_\_\_\_

# OF MTGS \_\_\_\_\_ # OF JUDGEMENTS \_\_\_\_\_ # OF TAX LIENS \_\_\_\_\_ # OF E & R \_\_\_\_\_ ESTATES \_\_\_\_\_



CONTINUED ORDER # \_\_\_\_\_ PAGE - \_\_\_\_\_ OF - \_\_\_\_\_

**PRIOR DEED**

GRANTOR	_____	VESTING	_____
GRANTEE	_____	VESTING	_____
DATED	RECORDED	CONS. \$	
CONVEYS		BOOK/INST#	PAGE
COMMENTS	_____		

**PRIOR DEED**

GRANTOR	_____	VESTING	_____
GRANTEE	_____	VESTING	_____
DATED	RECORDED	CONS. \$	
CONVEYS		BOOK/INST#	PAGE
COMMENTS	_____		

**JUDGEMENTS/LIENS**

TYPE:	PLANTIFF:	
FILED:	DEFENDANT:	
RECORDED:	BOOK/INST.#	AMOUNTS \$
PLANTIFF ATTORNEY		PHONE #( )
ADDRESS:		(IF POSSIBLE)

**JUDGEMENTS/LIENS**

TYPE:	PLANTIFF:	
FILED:	DEFENDANT:	
RECORDED:	BOOK/INST.#	AMOUNTS \$
PLANTIFF ATTORNEY		PHONE #( )
ADDRESS:		(IF POSSIBLE)

**JUDGEMENTS/LIENS**

TYPE:	PLANTIFF:	
FILED:	DEFENDANT:	
RECORDED:	BOOK/INST.#	AMOUNTS \$
PLANTIFF ATTORNEY		PHONE #( )
ADDRESS:		(IF POSSIBLE)

**EXCEPTIONS (EASEMENT - R/W - ETC.)**

TYPE:	FROM:	
RECORDED:	TO:	
BOOK/INST. #	PAGE:	COMMENTS:

**EXCEPTIONS (EASEMENT - R/W - ETC.)**

TYPE:	FROM:	
RECORDED:	TO:	
BOOK/INST. #	PAGE:	COMMENTS:

**EXCEPTIONS (EASEMENT - R/W - ETC.)**

TYPE:	FROM:	
RECORDED:	TO:	
BOOK/INST. #	PAGE:	COMMENTS:



CONTINUED ORDER # \_\_\_\_\_ PAGE - \_\_\_\_\_ OF - \_\_\_\_\_

**FORECLOSURE/LIS PENDENS**

CASE #: \_\_\_\_\_ PLANTIFF: \_\_\_\_\_

DATED: \_\_\_\_\_ DEFENDANT(S): \_\_\_\_\_

FILED: \_\_\_\_\_ BOOK/INST.# \_\_\_\_\_

SUBSTITUTE TRUSTEE: \_\_\_\_\_

ARE ALL LIENS DIVESTED THROUGH FORCLOSURE? (MUST CHECK) ☐ YES ☐ NO

NOTICE TO CREDITORS? (MUST CHECK) ☐ YES ☐ NO

CURRENT STATUS OF FORECLOSURE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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**ESTATE INFO.**

NAME OF DECEASED: \_\_\_\_\_ DATE OF DEATH: \_\_\_\_\_

EXECUTOR/ADMIN.: \_\_\_\_\_ FILED: \_\_\_\_\_

TESTATE ☐ YES ☐ NO    INTESTATE ☐ YES ☐ NO    INHERITANCE TAX ☐ PAID ☐ UNPAID \$ \_\_\_\_\_

(IF ANY CLAIMS AGAINST ESTATE...PLEASE GET COPY)    IS ESTATE CLOSED ☐ YES ☐ NO

ANY SPECIFIC DEVISE ☐ YES ☐ NO \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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