AmeriFund LENDING GROUP

Independent Loan Officer Application Package

ILO Application Checklist

- ☐ Independent Loan Originator Application
- ☐ Independent Loan Originator Agreement
- ☐ Loan Fraud Zero Tolerance
- ☐ Signed and Initialed Final ILO Compliance Checklist
- ☐ Background Release Form Disclosure and Consent
- ☐ W-9
- ☐ Corporation Compensation Release Form (if applicable)
- ☐ RE-214 (required for CA Salesperson's Licensees)

Return all required items along with a check for the ILO Application Processing Fee of **$199.00** (**c**urrently reduced price).

Incomplete applications submitted will result in the delay of the approval process.

Please see that all items listed above are included to ensure a quick approval!

ILO APPLICATION PACKAGE COMPLETION/RETURN OPTIONS

1. ELECTRONIC (Easiest):

You can fill in then return this form by email without having to print. To do so, you must use Adobe Acrobat Reader, Standard or Professional version 7 or 8. Download the latest version of Adobe Acrobat Reader for free at http://www.adobe.com/. For all signature fields, type your full name. After completing this application, click the "CLICK TO EMAIL COMPLETED FORM" button located after the NOTES page. If you are using Microsoft Outlook or Outlook Express, this will automatically create and address a new email and attach the form. Send the email to complete the process. If you are using webmail (gmail, Hotmail, etc.) follow the instructions that will appear.

By Typing my Signature and sending it via the Internet, I acknowledge I have read, understand and agree to all terms and I understand and agree that my Electronic Signature is the equivalent of a manual written Signature.

Signature	Date

2. Print, sign, then fax and mail.

Note: You must sign the required signature fields if submitting a printed application. Typed names in lieu of signatures are only accepted on electronically submitted applications (see option 1 above).

Return to:

AmeriFund Lending Group
Attention: Gary Christianson
31255 Cedar Valley Drive Suite 208
Westlake Village CA 91361

Fax: 818.279.0563 (If you fax a copy, the signed original package must still be returned to AmeriFund.)

AmeriFund
LENDING GROUP

Independent Loan Originator Application

Name: ____

Home Address (street, city state, zip): ____

Home Phone: (   ) __________________   Cell Phone: (   ) __________________

Office Phone: (   ) __________________   Fax: (   ) __________________

Email Address: ______________________________
Would you like an AmeriFund Lending Group email address? ☐ yes ☐ no
Would you like it to forward to your personal email address? ☐ yes ☐ no

Office Address: ____
(unless otherwise noted, this will be used as your mailing address)

Social Security Number: ______________________ Federal Tax ID: ______________________

Current Employer Name: ______________________________ How Long? ______________

State Banking / R.E. License no.: ______________ Type: ☐ Sales ☐ Brokers Expires: ______________

How many years have you been originating mortgage loans? ______________

Have you ever worked or gone to school under a different name?.................................... ☐ yes ☐ no

Are you party to a lawsuit or investigation?... ☐ yes ☐ no

Have you ever had a DENIED, SUSPENDED, RESTRICTED, or REVOKED business or professional license (including real estate) in California or any other state?.. ☐ yes ☐ no

Have you ever been convicted of a felony?... ☐ yes ☐ no

If you answered yes to any of the above, please give a detailed explanation:

____

____

Additional Contact Information (Processor, etc. name, title, email, phone and fax #'s):

____

____

I hereby certify that the information contained in this Independent Loan Originator Application and any accompanying or supporting information is true and correct. I hereby authorize AmeriFund Lending Group to obtain verification of any information contained herein from any source named or any other source (including credit bureaus, business references and background checks) necessary to verify the above information.

A copy or fax of this Pre-Affiliation Release serves as an original.

Applicant's Signature: ______________________________ Date: ______________

Please provide a clear and legible copy of your Drivers License or Valid Picture ID, your applicable State Real Estate or Banking License and a check for $449.00 ($249.00 for brokers) made payable to AmeriFund Lending Group

Independent Loan Originator Agreement

Name:____

This Agreement, dated ________________________________, 20_______ is made between **ALG Real Estate Services, Inc.** doing business as **AmeriFund Lending Group** by **David R. McGee**, President & Responsible Broker ("Broker") and ____("ILO / Contractor"). This Agreement shall modify and supersede all previous agreements between Broker and ILO / Contractor.

1. Broker represents that Broker is duly licensed as a real estate broker by the State of California, and other jurisdictions as required by the laws of the state in which Broker is conducting business, and is doing business as *AmeriFund Lending Group.* Broker is a California Corporation. Broker shall keep its applicable licenses current during the term of this Agreement.

2. ILO /Contractor represents that he/she is duly licensed by and in compliance with all of the laws of the jurisdiction in which ILO/Contractor is conducting business. ILO / Contractor represents that he/she has not used any other names within the past 5 years. Contractor shall keep his/her license current during the term of this Agreement, including satisfying all applicable continuing education requirements.

3. INDEPENDENT CONTRACTOR / ILO (Independent Loan Originator) RELATIONSHIP:

   A. Broker and ILO / Contractor intend that, to the maximum extent permissible by law, this Agreement does not constitute an employment agreement by either party; Broker and ILO / Contractor are independent contracting parties with respect to all services rendered under this Agreement. This Agreement shall not be construed to create a partnership; joint venture or any other relationship other than an Independent Contractor Agreement.

   B. Broker shall not restrict ILO / Contractor's activities to particular geographical areas or dictate ILO / Contractor's hours, prospects, schedules, inventory, time-off, vacation or similar activities, except to the extent required or allowed by law.

   C. ILO / Contractor shall not be required to accept an assignment by Broker to service any particular current or prospective parties.

   D. Except as required by law, ILO / Contractor retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting clientele. ILO / Contractor is under control of Broker as required by applicable law, as to the results of ILO / Contractor's work only, and not as to the means by which those results are accomplished. ILO / Contractor has no authority to bind Broker by any promise or representation, and Broker shall not be liable for any obligation or liability incurred by ILO / Contractor.

   E. The fact the Broker may carry worker compensation insurance or have an established retirement plan shall not create an inference of employment as between Broker and ILO / Contractor. Nor shall the fact that Broker may be required to carry worker's compensation or other insurance for ILO/Contractor under applicable laws create any inference of employment as between Broker and ILO/Contractor.

4. LICENSED ACTIVITY: All acts or actions for performance of licensed acts, which are undertaken or performed in connection with this Agreement, shall be undertaken and performed in the name of Broker. ILO / Contractor shall provide and pay for all professional licenses, supplies, services and other items required in connection with ILO / Contractor's activities under this Agreement.

   ILO / Contractor shall work diligently and with his best efforts to promote the business of serving the public in real estate transactions to the end that Broker and ILO / Contractor may derive the greatest benefit possible, in accordance with all applicable laws.

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Initial

ILO / Contractor shall not commit any unlawful act under federal, state or local law or regulation while conducting licensed activities. ILO/Contractor represents and warrants that he/she is duly licensed and in compliance with all laws of the jurisdiction in which the ILO/Contractor is conducting business. ILO / Contractor shall at all times be familiar and comply with all applicable federal, state and local laws and regulations, including, but not limited to: antidiscrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, and other settlement service providers pursuant to the California Business and Professions Code, all other applicable laws in the jurisdiction in which the ILO/Contractor conducts business and the Real Estate Settlement Procedures Acts (RESPA).

5. BRANCH OFFICE: ILO / Contractor will conduct all business under this Agreement at the office located at**:**

____in the city of ________________________________, ____________.

This location shall be listed as a Branch Office of the Broker / Corporation with the Department of Real Estate or other governmental agency which has jurisdiction over the activities covered under this Agreement, as may be mandated under applicable law. ILO / Contractor shall obtain at his sole effort and expense any licenses or permits as required by the Federal, State or local governments where the Branch office is located.

6. HANDLING OF TRUST FUNDS: All Trust Funds shall be handled in compliance with the Business and Professions Code, and other applicable laws. Broker **DOES NOT** maintain a trust account. ILO / Contractor may **NEVER** place into Broker's account or any other account any money on behalf of a borrower, third party or any settlement service provider except commissions earned under this agreement and within the confines of the law. ILO / Contractor must keep a record of any un-cashed checks received under this Agreement using California DRE Form RE 4524, or other applicable form approved by the appropriate licensing agency. However, ILO / Contractor is not required to keep the above records if: the checks are being "passed through" to service providers (e.g., appraisal, credit and escrow) and the checks are made payable to the service provider for an amount less than $1,000.00.

7. SUPERVISION: ILO/Contractor shall submit to reasonable supervision over the activities of ILO / Contractor, as required by all applicable laws. Reasonable supervision includes, as appropriate, the establishment of policies, rules, procedures and systems to review, oversee, inspect and manage, as required by the law of the applicable jurisdiction:

A. Transactions requiring a real estate license.

B. Documents which may have a material effect upon the rights or obligations of a party to a transaction. ILO / Contractor agrees to use documents approved by Broker and/or the Department of Real Estate or other applicable governmental agency with authority within the jurisdiction that the ILO/Contractor in transactions completed under this Agreement.

C. Filing, storage and maintenance of such documents.

D. Accounting of all paid commissions and disbursements.

E. Advertising of any service for which a license is required.

F. Meeting the requirements of federal and state laws relating to the prohibition of discrimination.

G. Regular and consistent reports of ILO / Contractor's activities.

8. DESIGNATED LICENSEE: ILO / Contractor is a Designated Licensee as defined by the Department of Real Estate for the Branch Office listed above, or as required in the jurisdiction where the ILO/Contractor is conducting business. ILO / Contractor's duties include the same responsibilities listed in Paragraph 7, above, with respect to supervising other ILO's / contractors or employees working within the aforementioned Branch Office.

9. COMPENSATION: On all transactions, ILO / Contractor shall be paid at the rate of _________ **(%)** of any gross commission earned by Broker/ALG under this Agreement, except as provided for in a separate agreement for a particular transaction in another jurisdiction or based upon the loan product. No compensation shall be paid unless a check has been deposited into Broker's bank account and proof of said deposit has been received by Broker / ALG. In the event that any ILO / Contractor under this Agreement charges an administration fee to his/her customers then Broker/ALG shall be entitled to 10% of said fee which will be deducted and withheld by Broker/ALG. Any debt to the Broker/ALG is to be paid in full at the time of funding any transaction.

A. ESCROW DISBURSEMENTS: All commissions and fees earned to ILO / Contractor and ALG are to be paid directly from escrow to ALG. ILO / Contractor may not direct escrow to disburse any commissions or other fees due ALG to ILO directly. All commissions must pass through ALG directly. Broker's checks shall be delivered to Broker as soon as possible after funding. Contractor may not make any deductions, offsets or changes in compensation structure when authorizing such a disbursement. If ILO / Contractor owes money to the Broker, ILO / Contractor may not authorize a disbursement that does not include the payment as defined above.

B. PAYMENT TO THIRD PARTY SERVICE PROVIDERS: ILO / Contractor agrees to direct ALG or escrow to pay all third party service providers whose fees are directly related to the subject transaction. ILO / Contractor agrees that no other offsets to commissions or fees are permitted under this Agreement. No disbursements are to be directed to third parties not associated with the subject transaction. After final disbursements are made, no further adjustments will be made to commissions or fees due to third parties associated with the subject transaction. Any invoices due but not accounted for prior to disbursements become the sole responsibility of the ILO /Contractor.

C. EXPENSES AND OFFSETS: If Broker elects to advance funds to pay expenses or liabilities of ILO / Contractor, Broker may deduct the full amount advanced from compensation payable to ILO / Contractor on any transaction without notice. If ILO / Contractor's compensation is subject to a lien, garnishment or other restriction on payment, ILO / Contractor shall pay Broker for all direct and indirect costs and expenses, for complying with such restriction, including but not limited to legal fees incurred, accounting costs, etc.

D. PARTNERS, TEAMS AND AGREEMENTS WITH OTHER ILO / CONTRACTORS: If ILO / Contractor and one or more other ILO / Contractors affiliated with Broker participate in the same transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement.

E. PAYMENT: All Compensation collected by Broker and due to ILO / Contractor shall be paid to ILO / Contractor, after deduction of expenses and offsets, generally within one business day of closing or as soon thereafter as practicable. Compensation shall not be paid until both the transaction and file are complete, and the check is deposited by Broker. ILO / Contractor shall not be entitled to any advance payment from Broker upon future compensation.

F. UPON OR AFTER TERMINATION: If this Agreement is terminated while ILO / Contractor still has pending transactions that require further work normally rendered by the ILO / Contractor, Broker shall perform the work himself. ILO / Contractor will be reasonably compensated, including any offsets for any malpractice by ILO / Contractor or expenses incurred to close the transaction, as determined by Broker within the confines of the law.

10. THIRD PARTY CONTRACTS AND OBLIGATIONS: Broker is not responsible for any unpaid contracts with any service provider. ILO / Contractor may not represent or imply to any third party that they have authority to obligate Broker to any indebtedness whatsoever. ILO / Contractor is responsible for any / all costs or expenses incurred for any transaction contractor engaged work on. This includes any appraisal, appraisal review, 442 Certs, HOA Certs, demands, credit reports or any other costs or expenses relating to any / all transactions.

11. TERMINATION OF RELATIONSHIP: Broker or ILO / Contractor may terminate their relationship under this Agreement at any time, with or without cause. After termination:

A. Broker will be under no obligation to pursue compensation not received on transactions completed by ILO / Contractor;
B. ILO / Contractor may not continue to represent Broker in any way;
C. ILO / Contractor may not fund loans under Broker's agreement with any lender; and
D. ILO / Contractor will not be entitled to bonuses relating to any Post Closing Follow Up.

12. OFFICE POLICY MANUAL: If there is a Broker's office policy manual, it shall be incorporated herein by this reference, as it now exists or as may exist or be modified in the future, conflicts with or differs from the terms of this Agreement, the terms of the office policy manual shall govern the relationship between Broker and ILO / Contractor.

13. ATTORNEY'S FEES: In any claim, action, arbitration, mediation, trial or other administrative or judicial proceeding between Broker and ILO / Contractor arising from or related to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief.

14. ENTIRE AGREEMENT: MODIFICATION; MISCELLANEOUS: All prior agreements between the parties concerning their relationship as Broker and ILO / Contractor are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final completed expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended, modified, altered or changed except by a further agreement in writing executed by Broker and ILO / Contractor. Wherever the context may indicate or require, the singular shall include the plural and vice versa and the masculine, feminine and neuter gender shall include each other. This Agreement is a negotiated agreement and shall be construed as if mutually drafted and not in favor or against any party.

15. COMPLAINTS: Any and all written or verbal complaints or cancellations made to ILO / Contractor or by any third party, directly or indirectly, shall immediately be reported by ILO / Contractor to Broker in writing regardless of whether such complaint or cancellation appears groundless to ILO / Contractor.

16. ADVERTISING: ILO / Contractor agrees that all advertising, whether printed media, film, radio or any other form of advertising will be submitted to the Company for approval prior to any public dissemination.

17. PROCESSING FEES / CHARGES: The maximum allowable charge by an ILO or any third party processor for processing any AmeriFund Lending Group transaction is as follows: Maximum allowable fee on 1st mortgages is **$895.00**. The maximum allowable Total Fee for any piggyback or concurrent transaction is **$1,290.00.** The Processing Fees may be changed from time to time by Broker with seven (7) days written notice to ILO/Contractor.

18. **FILE STORAGE/DOCUMENTS**: ILO / Contractor shall, upon closing of loan transactions or the preparing, signing, or receiving documents, submit to Broker all documents which may have a material effect upon the rights and duties of principals in a transaction. ILO / Contractor must submit to Broker any documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to ILO / Contractor and any documents associated with any real estate transaction in which ILO / Contractor is a principal. Broker shall retain copies of deposit receipts, canceled checks, trust account records and other documents executed by him or obtained by him in connection with any transaction for which a broker's license is required, as required by law.

The retention period shall run from the date of the closing of the transaction or from the date of the original document, if the loan is not closed. Upon the closing or canceling of any loan transactions, ILO / Contractor must submit to Broker all completed files and documents associated with the loan transactions. ILO / Contractor may request any closed file from Broker in writing. ILO / Contractor shall advance the cost of pulling the file from storage. ILO / Contractor agrees to return the file to the Broker within ten (10) days. All original pulled files must be returned to the Broker within 10 days with no missing documentation and in the same stacking order. Broker may elect to destroy files that are retained beyond any mandatory retention period without any liability to ILO / Contractor or anyone else hereunder.

19. The ILO/Contractor shall comply, without exception, with all applicable federal, state and local laws of the jurisdiction in which any transaction the ILO/Contractor participates.

20. INDEMNITY AND HOLD HARMLESS/FRAUD POLICY: ILO/Contractor acknowledges that Broker has a ZERO Fraud Policy, and agrees to indemnify, defend and hold Broker harmless from any and all claims, liabilities, disputes, litigation judgments, awards, costs and attorneys' fees, arising from any action taken whatsoever or omitted by ILO / Contractor, or others working through, or on behalf of ILO / Contractor in connection with services rendered hereunder this Agreement. Any such claims or costs payable pursuant to this Agreement, are to be paid in full by ILO / Contractor, who hereby agrees to indemnify and hold harmless Broker for all such sums. Defense and other sums due from ILO/Contractor shall begin from the time a claim is raised.

Each loan / transaction must be registered / entered into the www.myalg.com company website in order for that loan / real estate transaction to be acknowledged and recognized as a valid transaction by the company. A valid transaction ensures that the agent will be protected under the general insurance coverage of AmeriFund Lending Group as well as ensure that the ILO/Contractor agent will receive proper compensation. All transactions properly entered into the system will ensure broker's responsibility for that specific transaction and the agent will be covered for that transaction. Transactions not properly entered may be excluded from legal protection (including insurance coverage) as well as possibly excluded from any compensation from ALG to ILO/Contractor.

SEE ZERO FRAUD POLICY.

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Initial

21. The ILO/Contractor agrees to reimburse Broker for all costs, refunds, credits, or other impact upon Broker as a result from an Early Payoff (EPO) for a period of eight months, or as a result from an Early Payment Default (EPD) for a period of twelve months, from the date of the closing of any transaction. Broker shall have the right to deduct any such outstanding sums due Broker from any pending related or unrelated transaction.

22. ILO/Contractor shall comply with all local, regional, state and federal laws including, but not limited to, Do Not Call Lists, and all rules and regulations promulgated by the Federal Trade Commission (FTC).

23. The ILO/Contractor is solely responsible for all independent contractors/employees, including any and all taxes, withholding or otherwise, worker's compensation insurance, and all costs and expenses related thereto for processors, assistants, employees and all others which ILO/Contractor utilizes in the conduct of ILO/Contractors business. The ILO/Contractor is solely responsible for all taxes, insurance, license fees or other costs related to ILO/Contractor's business dealings hereunder this Agreement.

Total 5 Pages

BROKER: **ALG Real Estate Services, Inc.**
Doing business as **AmeriFund Lending Group**

By: ______________________________ ______________ Date

David R. McGee, President
31255 Cedar Valley Drive, Suite 208
Westlake Village, CA 91361
Phone: (818) 889-7300 Fax: (818) 279-0563

ILO / Contractor:

______________________________ ______________
Signature Date

____

Print Name

LOAN FRAUD ZERO TOLERANCE

All approved ILO's (Independent Loan Originators) must be aware that the licensed Real Estate ILO/Contractor bears the responsibility for all actions of his or her employees and licensees. The ILO/Contractor is responsible for the content and quality of each application taken and each loan submitted to either an approved lender of or directly to AmeriFund Lending Group. THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!!

Types of Loan Fraud

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents, purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership / non-ownership of real property.
2. Forgery of partially or predominately accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain continuing occupancy as states in the security instrument.
4. Lack of due diligence by broker / ILO (Loan Officer) / processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to questions.
5. Unquestioned acceptance of information or documentation which is known, should be known, or should be suspected to be inaccurate.
6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
7. Allowing an applicant or interested third-party to "assist with the processing of the loan"
8. Broker's / ILO's / processors non-disclosure of relevant information.

Consequences

The effects of "Loan Fraud is costly to all involved. AmeriFund Lending Group stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market, and if sold, will require repurchase by AmeriFund Lending Group. 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. The following is a list of a few of the potential consequences that may be incurred:

Consequences to Borrower

1. Acceleration of debt (FNMA/FHLMC Deed of Trust, revised 9/90). Item #6 states: "Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender or failed to provide lender with any material information in connection with the loan evidenced by the property as principal residence." Note: Foreclosure under the Borrower's 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 date of the property.
2. Criminal Prosecution.
3. Civil action by AmeriFund Lending Group.
4. Civil action by other parties to the transaction, such as seller or estate agent / broker.
5. Employment / Affiliation termination.
6. Adverse effect on credit history.

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Initials

Consequences to ILO/Contractor

1. Criminal Prosecution.
2. Civil action by AmeriFund Lending Group.
3. Civil action by other parties to the transaction, such as seller or estate agent / broker.
4. Employment / Affiliation termination.
5. Loss of professional license, if any
6. Adverse effect on credit history.

I hereby read the foregoing and understand AmeriFund Lending Group position on "Loan Fraud".

______________________________ ____________________
Signature of ILO / Contractor Date

AmeriFund LENDING GROUP

Final ILO Compliance Checklist

Congratulations and welcome to the beginning of what we hope will be a profitable, enjoyable and rewarding relationship. Only a few select individuals can meet the requirements and standards of becoming an AmeriFund Lending Group ILO. Because of your experience, knowledge and independence, you have been selected to join an elite few. All of our ILO's are professional, ethical and responsible. It is essential that we at all times conduct ourselves in the highest standards possible. We must always represent our clients and our lenders with the utmost respect and professionalism and we must never compromise our ethics for a fee. The following requirements are in addition to AmeriFund Lending Group's existing Policy & Procedures. AmeriFund Lending Group reserves the right to immediately terminate an ILO's affiliation should he / she not comply with any of the following.

*** initial next to each paragraph** **COMPLIANCE**

_____ ***All loans must be registered / entered into*** **www.myalg.com** ***within 48 hours of receipt of application.*** All information must be as complete and accurate as possible. The "Set-Up", "Detail" and "MLDS / Good Faith Estimate" screens must all be completed and accurate. For any loans not entered, ILO will be subject to a $250.00 fine. Continued non-compliance may result in termination of affiliation.

_____ You must present a complete and accurate Mortgage Loan Disclosure Statement (MLDS) / Good Faith Estimate to all applicants within 72 hours of receipt of application. It is recommended that an initial MLDS be signed at time of application. A new MLDS must be produced and delivered to all applicants upon any change relating to loan amount, interest rate, term and or the loan program. Copies of all MLDS's / Good Faith Estimate must be in the loan file. All fees including SRP / Rebates must be properly disclosed. Make every effort to ensure that the borrower(s) sign all estimates. A faxed copy is acceptable.

_____ In addition to providing written disclosures, it is essential that the details of the loan program which may or may not include the following: a pre-payment penalty, balloon payment, lien position, rate adjustments, payment or interest rate caps, monthly payments and/or any other important aspect of the loan be verbally discussed with each applicant. Under no circumstances shall any ILO 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(s).

CLOSED / CANCELLED FILES

_____ 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. (The file must contain the following: Any / all approval notices, lock forms, doc requests, correspondence from all lenders involved, notes, rate sheets, program descriptions. conversation log, etc…)

_____ All cancelled loans must contain a completed "Denial of Credit / Cancellation" letter and are required to be delivered to corporate within 10 days after cancellation.

COSTS / EXPENSES

_____ All costs, expenses and charges incurred by any ILO or ILO's borrower will be the responsibility of the ILO. Such costs can include appraisal, appraisal reviews, 442 certs, credit reports, credit supplements, HOA Certifications, or any other costs incurred relating to an open, closed or cancelled file.

FEES

_____ Under no circumstances can more than the actual cost of credit reports, appraisal reports, HOA certs, or any third party fee be charged. Only the actual cost may be charged to the borrower.

_____ Appraisal Fees should be paid by borrower(s) C.O.D., or if fee is collected through escrow, instruct escrow to disburse fee directly to appraiser. If either of these cannot be accomplished, it will be required that the ILO pays the appraisal bill directly before the close of escrow, makes a photocopy of the check, obtain a copy of the bill showing "PAID" and keeps it in the file. At closing, we can collect the appraisal fee and ILO will get reimbursed for that expense at the time of commission disbursement.

_____ Credit Report Fees should be paid by borrowers upfront (exact amount and payable directly to the credit agency only). It is suggested that as a cost of doing business, credit report fees be absorbed by ILO.

_____ Some ILO's choose to charge an Administration fee, which can help in the offset of operational costs. The maximum allowable fee is $ 450.00 per transaction. If the ILO was responsible for processing a specific loan, the ILO may charge and retain a loan-processing fee. This fee must represent a fair and reasonable charge and cannot be excessive.

_____ ILO hereby acknowledges that certain lenders will enforce a charge-back of any rebates collected on loans that get paid off within 120 to 180 days, and sometimes longer, after 1st payment is made. Be aware that should a loan be paid within said period of time that the original lender may seek reimbursement of any rebate that was earned / collected by AmeriFund Lending Group. The ILO will be responsible for 100% of those fees to be reimbursed. Churning of loans is strictly prohibited.

ERRORS & OMISSIONS

_____ As professionals, we do our best to transact our business in the most efficient and diligent manner as possible. On occasion an honest error or mistake will put AmeriFund Lending Group, the ILO, our lenders, or our clients at risk. AmeriFund Lending Group carries adequate Errors and Omissions Insurance to ensure against potential losses. So long as the acts that may cause injury to others are not made in an intentional or malicious manner, ILO's 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. The cost of E & O Insurance **cannot** be charged to the applicants. Acts of ***FRAUD WILL NOT BE COVERED***. Any claims that may arise will require that a deductible be met. In that event, any/all deductibles will be the ILO's responsibility.

NOTE: Coverage will remain in affect on all loans, even cancelled, so long as the loan is properly registered / entered into www.myalg.com. Any claim arising from acts or omissions caused by any ILO who *has not closed any transaction* with AmeriFund Lending Group will not be covered by the companies Master E & O Insurance Policy.

ZERO TOLERANCE / FRAUD

_____ Each associate of AmeriFund Lending Group is expected at all times to maintain the highest standards of ethics, honesty and integrity. Any ILO, associate, agent, employee or affiliate who commits a fraudulent act, or intentionally causes financial injury to any client, to ALG, a lender, an investor, escrow, title or any business associate will be held accountable for all such actions. Upon discovery of any such activity, the ILO's affiliation will be immediately terminated and all remaining activities will cease. The Commissioner at the Department of Real Estate as well as any and all state / federal agencies will also be notified of such illegal conduct. AmeriFund Lending Group may also seek both financial restitution and / or criminal prosecution relating to any losses arising from such actions.

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

____ ____________
Signature Date

____
Print Name

AmeriFund LENDING GROUP

Background Release Form Disclosure and Consent

In connection with my application for employment (including contract for service) with AmeriFund Lending Group, I understand that investigative inquiries may be obtained on myself by a consumer reporting agency, and that any such report will be used solely for employment-related purposes. I understand that the nature and scope of this investigation will include a number of sources including, but not limited to, consumer credit, criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, general reputation, personal characteristics, mode of living, and work habits. Information relating to my performance and experience, along with reasons for termination of past employment from previous employers, may also be obtained. Further, I understand that you will be requesting information from various Federal, State, County and other agencies that maintain records concerning my past activities relating to my driving, credit, criminal, civil, education, and other experiences.

I understand that if the Company enters into an agreement with me, it may request a consumer report or an investigative consumer report about me for employment-related purposes during the course of my employment. The scope of this investigation will be the same as the scope of a pre-employment investigation, and that the nature of such an investigation will be my continuing suitability for employment, or whether I possess the minimum qualifications necessary for promotion or transfer to another position. I understand that my consent will apply throughout my employment, unless I revoke or cancel my consent by sending a signed letter or statement to the Company at any time, stating that I revoke my consent and no longer allow the Company to obtain consumer or investigative consumer reports about me.

I understand that I am being given a copy of the "Summary of Your Rights Under the Fair Credit Reporting Act" prepared pursuant to 15 U.S.C. Section 1681-1681u. If I am applying for employment in the State of California or if I am a resident of California at the time of applying for employment, a summary of the provisions of California Civil Code section 1786.22 is also being provided to me with this form. This Disclosure and Consent form, in original, faxed, photocopied or electronic form, will be valid for any reports that may be requested by the Company.

I authorize without reservation any party or agency acting on the behalf of this employer to furnish the above-mentioned information. I hereby consent to your obtaining the above information from AmeriFund Lending Group, 5716 Corsa Avenue, Suite #200, Westlake Village, CA 91362, (818) 889-7300. I understand to aid in the proper identification of my file or records the following personal identifiers, as well as other information, is necessary.

Print Name ____

Other Names Known By ____

Social Security Number _______-_____-________ Date of Birth ___/___/____

Driver License Number ______________________ State ___________________

Current Address ____

City _____________________________________ State ______ ZIP _________

Applicant Signature _______________________________ Date________________

Prospective Employer ____

I would like to receive a copy of any report obtained on me by AmeriFund Lending Group.

☐ Yes ☐ No

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

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

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ------------------ ☐ Exempt from backup withholding

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. 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.

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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.)

Sign Here **Signature of U.S. person ▶** **Date ▶**

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.

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.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (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 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 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.

STATE OF CALIFORNIA — DEPARTMENT OF REAL ESTATE

SALESPERSON CHANGE APPLICATION

RE 214 (Rev. 10/03)

✓ This form is to be used by salesperson's only. Broker-salesperson's must use RE 204.
✓ ***Read instructions on reverse side before completing.***
✓ **Note:** License changes with an asterisk may be completed on-line. (Refer to information on page 2.)

TYPE OF CHANGE *[Check appropriate box(es)]*

- ☐ SPONSORING BROKER/CORP.*
- ☐ MAILING ADDRESS*
- ☐ EMPLOYMENT DISCONTINUED
- ☐ ACTIVATION*
- ☐ PERSONAL NAME
- ☐ ***ISSUE DUPLICATE LICENSE**** – **$10** (See "Duplicate License" on reverse.)

SALESPERSON INFORMATION

Received Date

1. LICENSE IDENTIFICATION NUMBER | ***DRE USE ONLY***

2. DO YOU WANT YOUR NAME AND ADDRESS TO BE ON MAILING LISTS? ☐ YES ☐ NO

3. SALESPERSON'S NAME — *AS IT APPEARS ON LICENSE.* — LAST, FIRST, MIDDLE

4. SALESPERSON'S ***NEW*** NAME *(IF CHANGING)* — LAST, FIRST, MIDDLE (See instructions on reverse side; sign line #11 with *new* name.)

5. SALESPERSON'S MAILING ADDRESS — STREET ADDRESS/P.O. BOX, CITY, STATE, ZIP CODE

6. DO YOU RESIDE IN CALIFORNIA?
☐ YES ☐ NO IF NO, AN "RE 234" MUST BE ON FILE WITH THIS DEPARTMENT. SEE REVERSE SIDE.

7. SOCIAL SECURITY NO. *(REQUIRED)*	8. SALES. LICENSE EXPIRATION DATE *MONTH* / *DAY* / *YEAR*	9. BUSINESS TELEPHONE NUMBER	10. RESIDENCE TELEPHONE NUMBER

SALESPERSON CERTIFICATION

I HEREBY CERTIFY THAT A) THE INFORMATION ON THIS FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, B) I HAVE COMPLIED WITH §10161.8(C) AND (D) OF THE BUSINESS AND PROFESSIONS CODE, AND C) I HAVE GIVEN NOTICE OF TERMINATION OF EMPLOYMENT TO THE BROKER IDENTIFIED ON LINE #22.

11. SIGNATURE OF SALESPERSON — *MUST BE ORIGINAL SIGNATURE, NOT PHOTOCOPY, ETC.* | DATE
➢

NEW SPONSORING BROKER/CORPORATION INFORMATION

12. BROKER/CORPORATION ID NO.	***DRE USE ONLY***	13. SALESPERSON EMPLOYMENT DATE	***DRE USE ONLY***

14. BROKER/CORPORATION NAME — ***AS IT APPEARS ON LICENSE; NO DBA'S***

15. MAIN OFFICE ADDRESS OF BROKER/CORP. — STREET ADDRESS, CITY, STATE, ZIP CODE

EMPLOYING BROKER CERTIFICATION

I HEREBY CERTIFY THAT A) THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND B) THERE IS A WRITTEN AGREEMENT WITH THIS SALESPERSON ON FILE IN MY OFFICE AS REQUIRED BY §2726 OF THE COMMISSIONER'S REGULATIONS.

16. SIGNATURE OF NEW BROKER/LICENSED OFFICER — *MUST BE ORIGINAL SIGNATURE, NOT PHOTOCOPY, ETC.* | DATE
➢

17. PRINTED NAME OF #16 SIGNER	18. BROKER/CORP. EXPIRATION DATE	19. BUSINESS TELEPHONE NUMBER

FORMER BROKER/CORPORATION INFORMATION

20. BROKER/CORPORATION ID NO.	21. DATE SALESPERSON TERMINATED

22. BROKER/CORPORATION NAME — *AS IT APPEARS ON LICENSE; NO DBA'S*

23. SIGNATURE OF FORMER BROKER/LICENSED OFFICER | DATE
➢

FOR DRE USE ONLY

PROC. #	DATE PROCESSED	SENDER'S #	DATE SENT	FORM LETTER/COMMENTS	DOCUMENT DATE USED & TYPE *(circle one)*
					RD AD KD

AmeriFund
LENDING GROUP

Corporation Compensation Release
(only complete if you have a corporation)

I, ______________________________ , hereby request that any/all future commissions be made payable to:
Name of Agent/ ILO

____, a ________________ Corporation. I hereby declare that I
Name of Corporation State of Incorporation

_______________________________ am an authorized and acting officer of ____________________________
Name of Agent / ILO Name of Corporation

and that I have the authority to authorize such requests.

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

Federal TAX ID No.:____________________ Date of Incorporation: ______/______/______

Acknowledged:

____ _________________________
Signature Date

Please send a copy of your Articles of Incorporation to
Gary Christianson via email (gary@1alg.com) or fax (818-279-0563).

AmeriFund
LENDING GROUP

Notes

CLICK TO EMAIL COMPLETED FORM

THE FOLLOWING PAGES ARE FOR YOUR RECORDS ONLY AND SHOULD NOT BE RETURNED TO AMERIFUND.

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave., N.W. , Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

  In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies offoreign banks (word "National" or initials "N.A." ppear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 1-800-613-6743
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 1-202-452-3693
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 Complaints Washington, DC 20552 1-800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 1-703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
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 1-202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 1-202-720-7051

Para informacion en espanol, visite www.consumer.gov/idtheft o escribe a la FTC, Consumer Response Center, Room 130-B 00 Pennsylvania Ave., N.W. , Washington, D.C. 20580.

Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumer.gov/idtheft or write to: FTC, Consumer Response Center, Room 130-B, 600 Pennsylvania Avenue, N.W. Washington, D.C., 20580.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. **You have the right to ask that nationwide consumer reporting agencies place "fraud alerts" in your file** to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

   Equifax:1-888-766-0008
   Experian:1-888-397-3742
   TransUnion:1-800-680-7289

   An initial fraud alert stays in your file for at least 90 days. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social security number. If you ask for an extended alert, you will have to provide an *identity theft report.* An *identity theft report* includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the *identity theft report,* visit www.consumer.gov/idtheft.

2. **You have the right to free copies of the information in your file (your "file disclosure").** An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also

have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.ftc.gov/credit.

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumer.gov/idtheft.

4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.

5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your *identity theft report.* The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting form identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe that the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an *identity theft report.*

To learn more about identity theft and how to deal with its consequences, visit www.consumer.gov/idtheft, or write to the FTC. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state attorney general.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.ftc.gov/credit.

ICRA

A Summary of Your Rights
Under the Provisions of California Civil Code Section 1786.22

The Investigative Consumer Reporting Agencies Act (ICRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). You can find the complete text of the ICRA, at the California Privacy Protection web site (http://www.privacy.ca.gov/icraa.htm). The ICRA gives you specific rights, as outlined below. You may have additional rights under federal law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

1786.22. (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

(b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
(1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
(2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
(3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
(c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
(d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
(e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
(f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

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 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). 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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

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

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.**

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 social security card. 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 social security card 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.

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 [1]	Generally, exempt recipients **1** through **7** [2]

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

[2] 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 on-line at **www.ssa.gov/online/ss5.html**. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

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, 3, 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 or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
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

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

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

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] 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.)

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. 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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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.

General Information

✓ Type or print clearly in ink (black or blue; do not use red).

✓ If you have any questions, please call (916) 227-0931 or write. (Refer to the Fee & Mailing Information for the mailing address.)

✓ Receipt of this form will not be acknowledged.

✓ If you electronically re-create this form to facilitate completion on a computer, please be advised that the form should not be altered in any manner. To do so, could result in disciplinary action. Also, please make certain you do not delete any pre-printed information and are using the latest version of the form.

✓ *eLicensing* — Licensees can perform the following transactions using the *eLicensing* system at *www.dre.ca.gov*:

- Broker and salesperson renewals;
- Broker, salesperson, officer and branch duplicate license requests;
- Salesperson requests to change employing broker;
- Mailing address and broker main office changes; and
- Automated fee payment and processing.

Type of Change

Check the appropriate box(es) on page 1 and complete the item numbers listed below.

Mailing address	#1–11
Personal name	#1–11
Issue duplicate license	#1–11
Activation	#1–19
Sponsoring broker	#1–19 *(required)* & 20–23 *(optional)*
Employment discontinued by broker	#1, 3, and 20–23
Employment discontinued by sales.	#1, 3, 5–11, & 20–22

Change of Personal Name – Enter full new name. Attach verification of name change (i.e., legible copy of drivers license, marriage certificate, court order, etc.). Sign this form with your new name. A new license will be issued bearing the new name.

Mailing Address – The mailing address *(post office box, residence or business address)* is used to mail the *Real Estate Bulletin* and other correspondence to you. If your mailing address is that of your broker, please note "c/o" *(in care of)* your sponsoring broker or corporation.

Business and mailing addresses are public information and are available to the public. Please consider this, especially when identifying a mailing address.

Non-California Residents – If residing outside the State of California, a Consent To Service Of Process (RE 234) is also required, if not already on file.

Duplicate License

A $10 fee is required for the following transactions:

- To replace an existing or lost license certificate;
- To obtain an updated license certificate following a change of mailing address or change of employing broker.

A license certificate is automatically generated for the following transactions without a duplicate license fee:

- Requests for personal name change;
- Issuance of an unconditional salesperson license following submission of educational requirements of Section 10153.4 of the Business & Professions Code.

Fee & Mailing Information

This application and fee (if duplicate license requested) may be submitted in person at any district office or mailed to the Sacramento office.

Acceptable payment methods — Cashiers' check, money order, check or credit card.

- Make check/money order payable to: **Dept. of Real Estate**
- Credit card payments must be submitted with a Credit Card Payment (RE 909) form.

Mail To: Department of Real Estate
P.O. Box 187003
Sacramento, CA 95818-7003

Note To Sponsoring Broker/Corporation

Sponsoring Broker/Corporation ID# and Name – If you are licensed both as an individual broker and as an officer of a corporation, enter the appropriate ID# and name.

- If the salesperson will be working for you under your individual license, enter the name and ID# from that license.
- If the salesperson will be working for you under your corporation officer's license, enter the corporation name and ID# from that license.
- Do not list DBA's on this application.

PRIVACY NOTICE: Section 1798.17 of the Civil Code requires this notice be provided when collecting personal or confidential information from individuals. *Each individual has the right to review personal information maintained by this agency, unless access is exempted by law.*

Department of Real Estate	Managing Deputy Commissioner IV
2201 Broadway	Licensing and Examinations
Sacramento, CA 95818	Telephone: (916) 227-0931

General powers of the Commissioner, Section 10050, 10071 and 10075 of the Business and Professions Code authorizes the maintenance of this information.

Business and Professions Code Section 30, added by Statutes 1986, Chapter 1361, Section 1, requires each Real Estate licensee to provide to the Department of Real Estate his or her Social Security number which will be furnished to the Franchise Tax Board. Failure to provide this information is subject to the penalty provided in Revenue & Tax Code, Section 19276. Your Social Security number shall not be deemed a public record and shall not be open to the public for inspection. The Franchise Tax Board will use your number to establish identification exclusively for tax enforcement purposes.

The Real Estate Law and the Regulations of the Commissioner require applicants to provide the Department with specific information. If all or any part of the required information is not provided processing may be delayed. In addition, the Commissioner may suspend or revoke a license, or in the case of a license applicant, may deny the issuance for misstatements of facts (including a failure to disclose a material fact) in an application for a license.

The information requested in this form is primarily used to furnish license status information to the Department's regulatory section, and to answer inquiries and give information to the public on license status, business address and actions taken to deny, revoke, restrict or suspend licenses for cause.

This information may be transferred to real estate licensing agencies in other states, law enforcement agencies (City Police, Sheriff's Departments, District Attorneys, Attorney General, F.B.I.) and any other regulatory agencies (i.e., Department of Corporations, Department of Insurance, Department of Consumer Affairs, California Bar Association).

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