



## RJMW INFORMATION PACKET

*(Please read, complete, sign, date, and submit this form to the storm office prior to accepting any assignments)*

Welcome and thank you for choosing to work with Reid, Jones, McRorie & Williams, Inc. (hereinafter "RJMW"). RJMW proudly represents some of the finest and most respected insurance carriers in the industry. All of whom place a high price on prompt, accurate and courteous service to their insureds. As such, we're looking for adjusters who take great pride in themselves as well as their work product. Adjuster's who are true professionals, demonstrate empathy and are willing to take the time necessary to do each adjustment the right way to ensure that their customers are taken care of.

If you would like to be a part of a nationally recognized Catastrophe Team as well as Local/Daily Service Provider, please review this Information Packet. Be sure to read each page carefully. All Independent Contractor's (hereinafter IC's) are required to detach, sign and return the Service and Independent Agreement, the Code of Conduct and the Adjuster ID Form, before you will be eligible to receive any assignments and/or billing from RJMW. You must sign and return, via e-mail, these documents (electronic signatures are not acceptable) and upon receipt, we will start your billing capability. Note that you must still mail these originally executed documents to our office.

You will note included in this packet is the Independent Contractor Authorization Form for Direct Deposit. This is an *optional* service we offer and strongly recommend, in an effort to provide more prompt payments for services rendered. If you desire to make use of direct deposit, please follow the instructions carefully, sign and return this form to us promptly.

Our stated rules are *mandatory*; each IC will be assigned to a specific supervisor, which should be your first call if you have any questions. All reports will be read and approved prior to presentation to the specific carrier; this includes status as well as final reports. Please do not send any report directly to the carrier without having the report reviewed and receiving prior approval to do so, by your supervisor. RJMW pays ICs on a bi-monthly basis once your report has been reviewed and approved by your assigned supervisor; ICs are paid *before* RJMW receives payment, from the carriers. Note however, that on catastrophe events at RJMW's discretion, a small percentage of holdback is applied, which is later released to the IC upon RJMW's receipt of final payment from the carrier.

This Information Packet is designed to secure all of the necessary information as well as all of the supporting documentation we would need in order to make assignments to you. Additional information about RJMW is available on our website ([www.rjmw.com](http://www.rjmw.com)). If you have any questions about our operation, or if you are undecided if you would like to work for RJMW, please ask for clarification prior to handling any claims for RJMW. We take great pride in our product and our representation of our select carrier clients.

**Please complete, sign, date and return the Service & Independent Contractor Agreement, Code of Conduct and the Adjuster ID Form to the storm office along with a copy of your current adjuster's license(s) and certifications.** We also ask that you forward a digital photo (front head shot) as well for our records. Send this documentation to the attention of Adjuster Coordinator Cindie Sabaugh ([cindie.sabaugh@rjmw.com](mailto:cindie.sabaugh@rjmw.com)). If you have any questions about this packet, please contact Cindie at 800-785-2604 ext. 139. Additional points of contact at RJMW include: Bob McRorie - Local/Daily Assignments (x-135), Ray Williams - Reinspections/Quality Control (x-131), Michael Rohan - Catastrophe Deployment (x-128), Tom Jefferies - Branch Assist Opportunities (x-106), MaryAnn Beaty - TPA Opportunities (x-141), Ivy Deaton & Jay Crisp - Xactimate/Xactimate Issues (x-137 / x-115) and Holly Trent - Human Resources/Payroll (x-129)

Thank you for choosing RJMW and we hope to work with you in the very near future.

Bob McRorie - President  
Reid, Jones, McRorie & Williams, Inc.



## SERVICE & INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, dated as of \_\_\_\_\_ is between Reid, Jones, McRorie and Williams, Inc. (**RJMW**), and \_\_\_\_\_ (the "Independent Contractor"). In consideration of the mutual benefit derived herefrom, the parties, intending to be legally bound, covenant and agree as follows:

1. *Purpose:* **RJMW** is principally engaged in the business of providing claim adjusting services to clients. **RJMW** wishes to retain the services of the Independent Contractor to assist **RJMW** in providing these claim adjusting services, and the Independent Contractor has agreed to provide these services on behalf of **RJMW**, under the terms and conditions herein provided.
2. *Services:*
  - a) **RJMW** engages the Independent Contractor to perform assignments which will vary in work type, length and location, according to the business needs of **RJMW** and our clients. It is further understood that services is at-will, the Independent Contractor accepts such services on the terms and conditions set forth in this agreement, and either party may terminate such services at any time for any reason. Throughout the service process, Independent Contractor will faithfully exercise such authority and perform such duties as are assigned from time to time by **RJMW** in accordance with **RJMW**'s Code of Conduct.
  - b) It is understood and agreed that as an independent contractor, you may be temporarily engaged by **RJMW** to work particular catastrophe sites at the discretion of **RJMW**. The duration of a temporary assignment will vary dependent upon the severity of the catastrophe event, the number of claims produced by the event, and the staffing needs of **RJMW**. Because of the demanding and time-sensitive nature of catastrophe adjusting, you may not work for any other adjusting service while on temporary assignment for **RJMW**. However, during any time when you are not on temporary assignment for **RJMW**, you are free to engage in other business and employment pursuits so long as those activities do not conflict in any respect with your obligations to **RJMW**, and such pursuits will in no way impair your eligibility for future temporary engagements for **RJMW**.
  - c) As an Independent Contractor, you will be expected to pay for your own equipment, lodging, meals and any other expenses incurred. Independent Contractor shall provide, unless otherwise indicated, his or her own supplies, including, but not limited to an appropriate automobile, necessary to perform the required duties on the assignment, as well as any equipment necessary to perform the required duties on the assignment in

reasonable safety, including but not limited to, an appropriate OSHA approved ladder, hardhat, rope and harness, protective eyewear and or/work boots when deemed necessary.

- d) While working on an assignment for **RJMW**, the Independent Contractor shall devote full-time efforts to the business of **RJMW** and clients and will not engage in any consulting work or any trade or business for the Independent Contractor's own account or on behalf of any other parties, firm or corporation which competes, conflicts or interferes with the performances of duties hereunder.
- e) Nothing in **RJMW's** instructions limits **RJMW's** ability to terminate its engagement of your services at any time before, during or after an assignment. Likewise, nothing in **RJMW's** instructions obligates **RJMW** to offer temporary engagements to any independent contractor on an ongoing basis.
- f) Non-compliance with any of the above conditions and requirements constitutes grounds for immediate termination of the independent contractor relationship and/or forfeiture of any holdback monies due.

3. Eligibility: In order to remain eligible for services, on an assignment-by assignment basis, Independent Contractor agrees as follows:

- a) While providing services to **RJMW**, Independent Contractor will immediately (within three [3] days) notify **RJMW** concerning any criminal arrest, detention, indictment or charge, which alleges that Independent Contractor has committed any felony or misdemeanor offense. Such notification will not necessarily disqualify Independent Contractor from continued assignments with **RJMW**.
- b) While providing services to **RJMW**, Independent Contractor will immediately (within three [3] days) notify **RJMW** concerning the expiration, revocation, suspension, rescindment, termination or limitation of any license which Independent Contractor has identified on or with his or her Independent Contractor Agreement, or which Independent Contractor is required to have, either by law or by **RJMW**, in order to perform Independent Contractor's assigned duties. This would include, but is not limited to, an adjuster's license(s) or a driver's license(s).
- c) While providing services to **RJMW**, Independent Contractor will immediately (within three [3] days) notify **RJMW** concerning any changes in Independent Contractor's physical or mental condition, which might limit or impair Independent Contractor's ability to perform assignments for **RJMW**.

4. Compensation: As compensation for his or her services, Independent Contractor shall receive such monetary payments for services as to be determined by **RJMW**, which may include an apportionment of a carrier client fee schedule or an agreed upon daily rate.

5. *Non-Disclosure and Non-Solicitation:* The Independent Contractor acknowledges that **RJMW** has excelled in its efforts to maintain and develop good will with customers and in its efforts to develop new products, programs, services and marketing approaches, which satisfy its current and prospective customers and business partners. The Independent Contractor further recognizes that in order to retain the competitive advantage, which results from these efforts, the information concerning certain business affairs of **RJMW** must be held in the strictest of confidence by Independent Contractors and former Independent Contractors. Therefore, in consideration for services with **RJMW**, the Independent Contractor further agrees as follows:

- a) **Confidential Information:** In the course of services, the Independent Contractor will become privy to confidential information of **RJMW**, its clients and their customers. During services and for a five (5) year period after termination of
- b) services with **RJMW**, Independent Contractor will not disclose or misappropriate any confidential information of **RJMW**, its clients or their customers for the Independent Contractor's own use of any other corporation, partnership, firm or entity, except as the President of **RJMW** expressly authorizes. Confidential information includes data and information relating to the business of **RJMW** and its clients which is or has been disclosed to the Independent Contractor or which the Independent Contractor became aware as a consequence of or through services with **RJMW** and which has value to **RJMW** or its clients but is not generally known to the public. Confidential information further includes any information which is or has been disclosed to the Independent Contractor or which the Independent Contractor became aware as a consequence of or through services with **RJMW** from or pertaining to the customers of **RJMW's** clients. Confidential information shall not include any data or information that has been voluntarily disclosed to the public by **RJMW**, its clients or customers, except where such disclosure has been made by the Independent Contractor in an unauthorized manner, or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means. For purposes of this Agreement, misappropriate means disclosing or using for any purpose other than fulfilling the Independent Contractor's responsibilities to **RJMW**.
- c) **Trademark/Service mark:** The Independent Contractor agrees not to disclose or otherwise identify **RJMW**, its clients and their customers, or use the Trademark/Service mark of **RJMW**, its clients and their customers, in any unauthorized way, including but not limited to the advertisement or endorsement of particular products or services.
- d) **Ownership and Accessibility:** Independent Contractor understands and agrees that all records, files, claim draft information and other documentation of any kind obtained or created relating to claims made on **RJMW's** clients, as well as any information obtained from or pertaining to the customers of **RJMW's** clients, in connection with any assignment duties are the property of the client. Independent Contractor

agrees that upon request, **RJMW** or its clients shall have immediate access to all such property. Independent Contractor understands and agrees that all other confidential information as described in paragraph 5(a) is the property of **RJMW**. Independent Contractor agrees that upon request **RJMW** shall have immediate access to all such property. Independent Contractor further agrees that all other property provided to the Independent Contractor for use on an assignment by either **RJMW** or its clients, including but not limited to manuals, forms, records, identifying clothing and decals, shall remain the property of the provider, whether or not return of property is requested.

- e) **Trade Secrets:** Independent Contractor understands that they may create or obtain information qualifying as a trade secret as defined under applicable state law. **RJMW** and its clients retain exclusive ownership rights to any such trade secrets. Independent Contractor agrees that so long as any such information retains its character as a legal trade secret, Independent Contractor will not misappropriate, disclose, publish or use such information, without the express authorization of the President of **RJMW**.
- f) **Return of Records and Documents:** At any time requested or immediately upon cessation of services or association with **RJMW**, Independent Contractor will return all physical or electronic records, documents or other materials and all copies of any records, documents or other information of **RJMW** or its clients or their customers, which Independent Contractor creates or obtains at any time during services with **RJMW**.
- g) **Return of Other Property:** At any time requested or immediately upon cessation of services or association with **RJMW**, Independent Contractor will return all other property provided to the Independent Contractor for use on an assignment.
- h) **Assignment of Proprietary Rights:** The Independent Contractor further covenants and agrees that all right, title and interest in any improvement, discovery or development related to work performed for **RJMW** (“Developed Information”), whether conceived during or after normal working hours, shall be and remain the exclusive property of **RJMW**. The Independent Contractor agrees immediately to disclose to **RJMW** all unique, confidential and proprietary information conceived, developed, designed, devised or created, modified or improved by the Independent Contractor in connection with work performed for **RJMW**, and to assign to **RJMW** any right, title and interest in the Developed Information. The Independent Contractor agrees to execute any instruments and to do all things reasonably requested by **RJMW**, both during and after the services period to vest **RJMW** with all ownership rights in the Developed Information. If any Developed Information which falls within the definition of “work made for hire” as defined in 17 U.S.C. Sec. 101, the copyright to such Developed Information shall be owned solely, completely and exclusively by **RJMW**, and (ii) as to that Developed Information which does not constitute “work made for hire,” the copyright and exclusively for the Independent Contractor to **RJMW**.

6. *Acknowledgment:* The Independent Contractor has carefully read and reviewed the restrictions set forth in this Agreement, and having done so, agrees that the restrictions are fair and reasonable and reasonably required for the protection of the legitimate business interests of **RJMW** and its clients, as well as the personal interests of the customers of **RJMW's** clients.
7. *Equitable Relief:* The Independent Contractor recognizes and acknowledges that if a breach is the provisions of Section 5 of this Agreement occurs, damages to **RJMW** would be difficult, if not impossible, to ascertain. Because of the immediate and irreparable damage and loss that may be caused to **RJMW** for which it would have no adequate remedy, it is therefore agreed that **RJMW**, in addition to and without limiting any other remedy or right it may have, shall be entitled to an injunction or other equitable relief in a court of competent jurisdiction, enjoining any such breach. The Independent Contractor hereby waives any and all defenses on the grounds of competence of a court to grant such an injunction or other equitable relief. The existence of this right shall not preclude the applicability or exercise of any other rights and remedies at law or in equity, which **RJMW** may have.
8. *Independent Contractor Benefits:* Independent Contractor will be provided workers' compensation insurance coverage to provide certain expense and compensation reimbursement in the event of an injury sustained while in the performance of services on behalf of **RJMW**, as well as certain errors and omissions coverage in connection to the performance of services on behalf of **RJMW**. The Independent Contractor will not be eligible for any benefit plans (*i.e.* pension, health insurance, etc.) that are made available by **RJMW** for its staff employees. It is expressly understood however, **RJMW's** provision of these benefits does not affect the service provider's status as an Independent Contractor.
9. *Amendment:* This Agreement may not be changed, modified or discharged orally, but only by an instrument in writing signed by the parties.
10. *Enforceability:* By signing this Agreement it is expressly understood that the Independent Contractor is duly bound by the provisions and conditions contained therein and constitutes the valid and binding obligations of the parties hereto, enforceable in accordance with its tenants. The undertakings herein shall not be construed as any limitation upon the remedies **RJMW** might, in the absence of this Agreement, have at law or in equity for any wrongs of the Independent Contractor.
11. *Severability:* **RJMW** and the Independent Contractor have intended to create an Agreement that is lawful and enforceable in all respects. In the event that any clause or provision of this Agreement is deemed to be illegal or otherwise invalid and unenforceable. Whether in whole or in part, such invalidity shall not affect the enforceability of the remaining terms of this Agreement. The parties also agree that in the event any provision of

this Agreement is found to be overly broad or unenforceable, the court should modify the terms to the extent necessary to make the provision enforceable and effective.

**12. Heading:** The description headings of this Service and Retention Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

**13. Counterparts:** This agreement may be executed in any number of counterparts, each of which shall be deemed to be any original. Such counterparts shall together constitute one and the same agreement even if all Parties shall not have signed the same counterpart.

**14. Governing Law:** This Agreement shall be governed by and construed under the laws of North Carolina. Each party waives all rights to a trial in any suit, action or proceeding involving this Agreement, the services relationship or compensation. **RJMW** and Independent Contractor further agree that, in the event of a dispute involving this Agreement, the services relationship or compensation, any legal proceeding must be heard and determined in a North Carolina state court or federal court sitting in Charlotte, North Carolina, the location of **RJMW**'s Home Office. The parties waive any objection to venue, including on the grounds of "forum non-conveniens", to bringing the legal action in Charlotte, North Carolina.

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***Independent Contractor Name (please print)***

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***Independent Contractor Signature***

*( electronic signatures are **not** acceptable)*

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***Date***

**TM**



## CODE OF CONDUCT

**RJMW** expects **RJMW** employees and Independent Contractors to conduct the business of **RJMW** in an ethical and legal manner and to recognize that in all their transactions and at all times they have a duty of undivided loyalty to **RJMW**, our clients, and their customers. These obligations demand positive action by all **RJMW** employees and Independent Contractors to protect those interests and to avoid situations where their self-interests actually or even appear to conflict with the interests of **RJMW**, our clients and their customers.

This Code is intended to guide **RJMW** employees and Independent Contractors on ethical and legal standards of business conduct.

**RJMW**, **RJMW** employees and Independent Contractors must comply with this Code and all laws and policies applicable to the business of **RJMW**. This Code does not attempt to cover every situation and there may be exceptions to the rule. If you have questions about a particular situation or believe others are not adhering to the Code, the law or policies, contact **RJMW**. Each of us must be willing to raise ethical and legal concerns. No one will be penalized for reporting in good faith a suspected violation or questioning a Company practice.

### COMPETING AND DEALING FAIRLY WITH OTHERS

**RJMW** employees and Independent Contractors must treat others fairly and honestly, as they would like to be treated.

REPORT INFORMATION ACCURATELY: Every communication of information to **RJMW**, our clients, their customers, or to others must be accurate to the best of your knowledge and belief.

**RJMW**, **RJMW** employees and Independent Contractors should respond to inquiries about **RJMW**, our clients and their customers only if given the authority to do so. Media contact and public discussion concerning **RJMW**, our clients and their customers must be conducted only through authorized spokespersons.

The use of **RJMW**'s or our client's names, logos, or trademarks/service marks in personal endorsements, advertisements or public communications is strictly prohibited.

ACQUIRING AND USING TRADE SECRET INFORMATION: Improper means must not be used to acquire another company's trade secret information, including inducing or attempting to induce another company's present or former **RJMW** employees or Independent Contractors or third parties to disclose trade secret information to us. An **RJMW** employee or an Independent Contractor must not reveal to **RJMW** any trade secret information obtained from another company before joining **RJMW**.

**BREACH OF TRUST/DISHONESTY:** In order for **RJMW**, **RJMW** employees and Independent Contractors to ensure compliance with federal law, employees must inform **RJMW** if they have *ever* been convicted of, or are currently charged with or under indictment for *any* type of felony.

In order to comply with **RJMW** policy, a **RJMW** employee or Independent Contractor must inform **RJMW** if they have been convicted within the last seven years of, or are currently charged with or under indictment for a misdemeanor.

## **GRATUITIES AND IMPROPER INCENTIVES**

Supplies, materials, and service must be selected objectively, free from personal biases or self-serving motives.

**IMPROPER PAYMENT:** **RJMW** prohibits offering or receiving, directly or indirectly, any bribes or kickbacks to influence business.

**GIFTS, ENTERTAINMENT, AND MEALS:** **RJMW** employees, Independent Contractors and members of their families may not accept or give business gifts, meals, entertainment or other favors without the advance approval of **RJMW**.

## **PROTECTION OF RJMW'S ASSETS**

In the course of conducting **RJMW** business, **RJMW** employees and Independent Contractors must protect the assets of **RJMW**, our clients and their customers from unauthorized or improper use.

**CONFIDENTIAL AND TRADE SECRET INFORMATION:** **RJMW** employees and Independent Contractors must protect from disclosure or misappropriation confidential and trade secret information developed or owned by **RJMW**, our clients and their customers and vendors that they may become privy to in the course of conducting **RJMW** business. This obligation is defined further in the agreement executed by individuals as a condition of being offered employment by **RJMW**.

**COMPUTER AND DATA SECURITY:** **RJMW** employees and Independent Contractors are responsible for protecting from misuse, loss and unauthorized access and disclosure the computers and data of **RJMW** and our clients. **RJMW** databases are the property of **RJMW**, to be used for Company purposes only. Client computers and databases are the property of the client to be used only for the purpose of carrying out the assigned duties of the project.

To protect against computer viruses and to comply with intellectual property laws, only **RJMW** issued or approved software may be used on client computers. Any reproduction of software and accompanying manuals must comply with Intellectual property laws and with formal agreement between **RJMW**, our clients and/or the software supplier.

**COMMUNICATIONS POLICY:** The electronic information resources and telephonic communication systems of **RJMW** and our clients should be used only for business-related purposes. Electronic information resources include: internet, e-

mail, intranet, and fax machines. Telephone communication systems include: voice mail, telephones, and cellular phones. **RJMW** reserves the right and will access and review the form and content of messages. The review will include accessing equipment and supplies furnished by **RJMW** and our clients.

**PHYSICAL AND INTANGIBLE PROPERTY:** In the course of conducting **RJMW** business, **RJMW** employees and Independent Contractors must protect from loss, non-business use, misuse or damage to the physical property of **RJMW**, our clients and their customers. The use and reproduction of articles, books, and videotapes must be consistent with intellectual property laws.

**RESPONSIBLE FINANCIAL MANAGEMENT:** **RJMW** employees and Independent Contractors must be cost-conscious when spending **RJMW**'s funds or the funds of our carrier clients and their customers and when incurring reimbursable business expenses.

## **WORK ENVIRONMENT**

**RJMW** is committed to providing a safe, healthy and productive work environment.

**EQUAL EMPLOYMENT OPPORTUNITY:** **RJMW** will not practice, tolerate or condone discrimination by or against **RJMW** employees or when retaining Independent Contractors on the basis of age, race, color, religion, sex, national origin, or disability. Nor will **RJMW** tolerate sexual or other forms of harassment, which interfere with work performance or create a hostile or offensive work environment.

**DRUGS AND ALCOHOL:** **RJMW** prohibits the sale, use or possession of drugs not medically authorized, as well as the sale, use or possession of alcoholic beverages while on or using the property of **RJMW**, our clients or their customers, or while conducting **RJMW** business. **RJMW** employees or Independent Contractors may not report to work or remain at work while under the influence of alcohol, or drugs not medically authorized, and must follow the safety instructions or activity limitations accompanying any medically authorized drugs.

**WORKPLACE SAFETY:** **RJMW** employees and Independent Contractors must comply with all federal, state and local health and safety laws and regulations, including the exclusive use of OSHA approved ladders.

Threats, violent behavior or the possession of firearms or other weapons are strictly prohibited while on the property of **RJMW**, our clients or their customers or while conducting **RJMW** business.

## CONFLICTS OF INTEREST

**RJMW** employees and Independent Contractors must affirmatively protect the interests of **RJMW**, our clients and their customers by avoiding conflicts of interest, both in appearance and In fact, and must not use their positions or knowledge of decisions or considerations of **RJMW**, our clients or their customers in any manner that conflicts with or otherwise prejudices those interests.

**RJMW's** personnel decisions, as well as the selection of providers of goods and services, must not be influenced by personal interests. Unless advance written approval is obtained from the President, and except in the case of Adjuster Assistants, persons with whom an **RJMW** employee or Independent Contractor has a family or personal relationship should not be subject to his or her supervision or influence. The same approval process applies to the selection of providers of goods and services.

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***Employee or Independent Contractor Name***

*(please print)*

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***Employee or Independent Contractor Signature***

*( electronic signatures are **not** acceptable)*

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***Date***

**TM**

## Adjuster ID Form

(Please read, complete, sign, date, and submit this form to the storm office prior to accepting any assignments.)

**Adjuster #:** \_\_\_\_\_ **SSN #:** \_\_\_\_\_ **Drivers Lic. #:** \_\_\_\_\_

*(Adjuster # will be completed by the Storm Office)*

**DOB:** \_\_\_\_\_ **e-mail Address:** \_\_\_\_\_

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

**Home Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Current State Adjuster License(s):** \_\_\_\_\_

*(Attach a copy of each license to this form. If a copy is unavailable, please provide written explanation.)*

**Are you Flood Certified?** Yes No **NFIP #:** \_\_\_\_\_

**Xactimate Address:** \_\_\_\_\_ **Key Code:** \_\_\_\_\_  
*(For Registered Users of Xactimate)*

**Commission Check / Vouchers Payee:** \_\_\_\_\_  
*(To whom should your checks / vouchers be made payable?)*

**If payee is a business, provide the Tax ID #:** \_\_\_\_\_

**Is the business a corporation?** Yes No

**Mailing address for checks:** \_\_\_\_\_  
*(For checks / vouchers)*

**Name of E&O carrier:** \_\_\_\_\_

**E&O policy #:** \_\_\_\_\_  
*(Provide proof of insurance)*

**Do you have worker's compensation coverage?** Yes No

**Worker's compensation carrier:** \_\_\_\_\_

**Worker's compensation policy #:** \_\_\_\_\_  
*(Provide proof of insurance)*

**Adjuster Signature:** \_\_\_\_\_

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

## **Direct Deposit Instructions**

At RJMW, we provide electronic direct deposit for our independent contractors. This is a fast, efficient, safe and an economical way to ensure that your payroll checks are deposited. *We strongly encourage you to use this valuable service.*

The potential advantages of this service enable the adjuster to avoid the following possible pitfalls of mailing live paper checks:

- Postal delays
- Checks lost in the mail
- Lost live checks being forged or otherwise misappropriated
- Checks mailed to temporary addresses after the adjuster has left

While using direct deposit is not absolutely mandated, RJMW will, in no way, be responsible for any costs associated with canceling, reissuing and re-mailing live checks. Furthermore, RJMW will, in no way, be responsible for any potential costs on the part of an independent contractor, arising from delayed or lost live checks.

**If you do wish to use direct deposit**, please read, complete, sign, date and return the **“Independent Contractor Authorization Form For Direct Deposit” (reverse side of this page)**. This form should be returned to the Storm Office as promptly as possible. Direct deposit cannot be started until this form has been received by the RJMW Storm Office.

If you do opt to use direct deposit, you will need to provide either a voided blank check or a bank letter or a specification sheet. Note that deposit tickets cannot be accepted.

**Effective 7/30/09:** adjusters are able to retrieve their payroll reports through the Adjuster Web Utility (AWU) to view and print, we will no longer mail our adjuster billing reports. Look under the *Payroll Info* tab as noted below.



**RJMW**  
Claims Services  
PO Box 18527, Charlotte, NC 28218 | Telephone: 704.537.0012 | Fax: 704.537.0941

Powered by: **Claims Auditor**

Home RJMW Storm Dates Contacts/Reserves File Upload/Download Adj Info Business Cards **Payroll Info** Renew Xact Help Log Off

**Welcome to the RJMW Adjuster Web Access!**

RJMW Adjuster Web Access is a website that our partner insurance carriers can use to generate a variety of reports relating to their claims, including the status of claims that are currently in process.

To navigate RJMW Adjuster Web Access, simply use the menu above.

**Please note that by logging in and using this website, you are agreeing to all of the terms and agreements established between you and RJMW Claims Services.**



## Independent Contractor Authorization Form For Direct Deposit

**Client Name:** Reid, Jones, McRorie & Williams, Inc.    **Client No.:** R220

**Independent Contractor Name (Please Print):** \_\_\_\_\_

**Independent Contractor Social Security No.:** \_\_\_\_\_

I would like my wages/salary deposited to the bank account attached. **(Attach only a voided check, bank letter or specification sheet. No deposit tickets accepted.)**

**Checking**

**Savings**

Deposit Entire Net Pay

Deposit Entire Net Pay

Deposit \_\_\_\_\_ % of Net Pay

Deposit \_\_\_\_\_ % of Net Pay

Deposit \$ \_\_\_\_\_ Dollar Amount

Deposit \$ \_\_\_\_\_ Dollar Amount

**Bank Name:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_

I hereby authorize Reid, Jones, McRorie & Williams, Inc. (hereinafter RJMW), to deposit any amounts owed me by initiating credit entries to my account at the financial institution (hereinafter BANK) indicated above. Further, I authorize BANK to accept and to credit any credit entries indicated by RJMW to my account. In the event that RJMW deposits funds erroneously into my account, I authorize RJMW to debit my account for an amount not to exceed the original amount of the erroneous credit.

For my convenience, I request that PAI Services, LLC (hereinafter PayChoice) directly deposit my wages/salary earned from RJMW, into my bank account. I understand that deposit of my earnings into my account by PayChoice may be an advance of funds on behalf of RJMW, which is subject to the successful collection of these funds by PayChoice from RJMW's bank. If, RJMW does not make available to PayChoice the funds that were advanced to make the deposit into my account, I authorize The Payroll Center to charge my account to recover said advance. I agree to hold PayChoice harmless from loss and to indemnify it, limited to the amount of the deposit.

Any dispute arising out of or in connection with this agreement, if not otherwise resolved, shall be determined by arbitration in Charlotte, North Carolina, in accordance with the Rules of the American Arbitration Association, and it is the expressed desire of both parties that the prevailing party be awarded costs and attorney's fees and that the award be entered as a judgment in any jurisdiction in which the non-prevailing party does business.

This authorization is to remain in full force and effect until RJMW and BANK have received written notice from me of its termination in such time and in such manner as to afford RJMW and BANK a reasonable opportunity to act on it.

**Independent Contractor Signature:** \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

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

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA 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 Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

## Privacy Act Notice

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

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