

Independent  
Agent's  
Agreement



WEST COAST LIFE  
INSURANCE COMPANY

**Administrative Office:**  
343 Sansome Street  
San Francisco, CA 94104

(800) 366-9378

# WEST COAST LIFE INSURANCE COMPANY CONTRACTING INSTRUCTIONS

## 1. Contract Information Sheet (W7933)

Complete individual agent name or corporation name, the BGA Name, BGA Agent override# (which is the number we give you when you are setup as a BGA), Branch Code (this will be a numeric/alpha code that groups your down line), Next Level Agent is the recruiter, if other than BGA. Enter agent contract level.

## 2. Business Background Questionnaire (W7897)

Be sure to completely fill out form in its entirety to include:

- Social Security Number and, if applicable, corporate tax I.D. numbers
- Indicate whether your contract is to be executed in the name of an Individual, Corporation or Partnership. If Corporation or Partnership what is your title?
- Birth Date
- If you want mail routed to your office first, please put your address in the Mailing Address Section located in the upper right hand section.
- West Coast Life will not appoint an agent with a history of a felony conviction, no matter how old the conviction unless that agent obtains the required waiver from his resident state department of insurance who issued his license (as required under the Violent Crimes Control Act). If the agent obtains the waiver, he must meet other standards to West Coast Life's satisfaction.

## 3. Independent Agent's Agreement (W7964)

Be sure to sign the signature page and **DO NOT PRINT**. Once we have executed your contract, you will receive a copy in the mail.

- **DO NOT** fill in the dates on the signature page.
- Corporate, Partnership contracts must be signed by a principal.

## 4. Professional Liability Insurance

Enclose a current copy of your E & O declaration page. If the E & O does not have your name as the certificate holder we will require a letter from the certificate holder stating that you are covered under their E & O. If your E & O coverage has expired and if you have recently applied for E & O coverage and have not received your declaration page, we will accept a copy of the enrollment form, a copy of the check that was sent for payment and a copy of your expired declaration page. We will give a 30-day grace period. If declaration page is not received within 30 days, your contract will be terminated. **We do not accept self-insured E&O.**

## 5. Licenses

Enclose a copy of your **CURRENT** resident licenses and all other "sensitive" state licenses. (See list of sensitive states) Be sure to include the appropriate appointment forms for GA & MA. All other non-resident licenses can be submitted with agent's first piece of business.

## 6. Commission Direct Deposit (WCL DIR DEP 01/03)

All West Coast Life BGAs/Agents are **required** to use Electronic Fund Transfer (EFT) to have their commission checks directly deposited into checking accounts. Please complete the Commission Direct Deposit/Authorization form and attach a VOID check.

## 7. Internal Revenue Services W-9 Request for Taxpayer ID (W-9)

Be sure to complete with name or corporation name, address, city, state, zip, social security number and/or tax I.D. If corporate contract, the W-9 must contain the signing officer's social security number as well as the corporate tax I.D. The corporate W-9 must be signed by the principal signing the contracts.

## 8. Assignment of Commissions (W7965C 01-04)

If commissions are assigned, please obtain signature of Assignor. Also, check the box to indicate whether this applies to all policies placed in past and future or business as of the date of the assignment.

**Note:** Effective Tax year 2001, earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.

**Release of Assignment:** To "terminate" assignment of commissions, we require written request signed and dated by Assignee. The written request should state whether or not the termination includes renewals. If the termination does not include renewals, we will terminate current agent number and issue a new agent number to be used for all future business. If a release of assignment is not attainable, you may request the contract to be terminated and request a new agent number.

## 9. Solicitors Appointment Request & Agreement of Conditions

We require the signature of both the Solicitor (referred to as the Agent) and the Agency Principal. The Solicitor must hold a valid state license and current E & O. The Agency Principal must hold a current Independent Agent Agreement.

## Contracting Guidelines:

- Errors and Omissions coverage - **MANDATORY**
- Commission Direct Deposit - **MANDATORY**
- Dual contracting allowed – 2 Maximum
- Facsimile copies of contracting accepted. **DO NOT** follow-up with originals
- No first time license sponsoring

**A new National Association of Insurance Commissioners (NAIC) regulation requires that every agent/BGA must hold a valid license in any state where a life application is solicited and in any state where commissions, including override commissions, are paid.**

**Here are the state's responses from our initial survey. This list is based on a preliminary survey and may change at a later date. For an official regulatory opinion, contact the appropriate State Insurance Department.**

### **States that do not require the upline to be licensed:**

AK, AL, AZ, AR, CO, CT, DC, DE, HI, ID, IL, IN, IA, KS, ME, MD, MI, MN, MO, MS, ND, NE, NV, NH, NJ, OH, OK, OR, RI, SC, TN, VT, WY

### **States that require all parties to be licensed in states where application is sold, including BGA & override commissions:**

CA, FL, GA, KY, LA, MA, MT, NC, NM, PA, SD, TX, UT, VA, WA, WI, WV.

**Corporate Contracts** - The principal will only need to sign the Independent Agent's Agreement. One agent number will be assigned under the corporation name. If there are multiple principals (partners), the other partner should sign a Solicitor Agreement.

**Dual Appointments** – The agent is currently allowed 2 active agent numbers. The compensation level of the second agent number must remain the same for a period of six months from the effective date of the second contract. At that time, they are eligible for an increase in compensation, upon written request from the BGA.

**Dual Appointments and Transfers** – We require a complete contracting packet. This enables us to update our records and determine proper mailing address and determine if E & O and licenses are current.

**Restricted States** – Agent may submit contracting along with first piece of business with the exception of the following states. For the states listed below, a confirmation of appointment is required from the state prior to soliciting business in these states.

\*Georgia \*\*North Carolina \*\*\* Pennsylvania Utah Washington

### **PLEASE NOTE:**

**\*Georgia** – Appointment effective date is the date the appointment is sent to the state.

The state will not process appointment until the background check is received with a passing grade.

**\*\*North Carolina** – Appointment effective date is the date the appointment is sent to the state.

**\*\*\*Pennsylvania** – Appointment effective date is the date the appointment is sent to the state.

### **Mississippi**

- **Residents** – Agents that are residents of MS reporting to a resident BGA of MS can be appointed.
- **Non-Residents** – Agents that are not residents of MS cannot request appointments for MS.

**Massachusetts** – We appoint directly to the state. Must appoint within 15 days of date of the application.

- **Broker** – Submit a copy of his/her broker license
- **Agent/Producer** - Submit a copy of license
- **Non-resident** – MA requires original letter of certification.

**Montana** – Agents may solicit business on behalf of an insurer in Montana (without first being appointed by that insurer) as long as the insurer notifies the Commissioner of the agent's appointment within 15 days from the date the agency contract is executed.

**New Mexico** - Agents may solicit business on behalf of an insurer in New Mexico (without first being appointed by that insurer) as long as the insurer notifies the Commissioner of the agent's appointment within 15 days from (i) the date the agency contract is executed or (ii) the first insurance application is submitted by the agent.

**Washington**- An individual and agency MUST hold the same lines as the appointing insurance carrier. For example, if the carrier has LIFE and DISABILITY, the individual and agency MUST be appointed for both LIFE and DISABILITY.

**State appointments processed electronically overnight:** AK, AL, AR, CA, CT, DC, GA, HI, IA, ID, KY, KS, LA, MD, MI, MN, MO, MT, NC, ND, NE, NH, NJ, NM, NV, OH, OK, OR, PA, SD, TN, TX, UT, VA, WI, WV & WY.

## Notice to California agents only:

As part of the application process and as permitted by California law, West Coast Life Insurance Company may conduct a background check on you. In the state of California, such a background check is considered an Investigative Consumer Report. This disclosure is to notify you that we may procure such an Investigative Consumer Report on you and that the report may include information on your character, general reputation, personal characteristics and mode of living. The investigative consumer reporting agency named below supplies these reports:

**General Information Services, Inc.**  
**P.O. Box 353**  
**Chapin, SC 29036**  
**800 333-5696**

Under Section 1786.22 of the California Investigative Consumer Reporting Agencies Act, you have a right to view all files and information maintained by the investigative consumer reporting agency relating to this report, provided that proper identification is supplied. This information may be viewed in person, supplied by mail, or provided by telephone.

General Information Services will provide properly trained personnel to explain your file to you, and provide a written explanation of any coded information in the report. If files are viewed in person, an additional person of your choice may accompany you, provided that proper identification is supplied.

I request to receive a free copy of the Investigative Consumer Report by checking this box.

If requested, this report will be provided to you within three days of West Coast Life Insurance Company's receipt of this form. Fill in the following information only if you are requesting a copy of the Investigative Consumer Report.

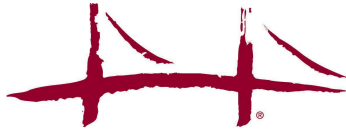
(PLEASE PRINT CLEARLY)

Agent Name \_\_\_\_\_  
(First Name) (Middle Initial) (Last Name)

Social Security Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



# WEST COAST LIFE

## CONTRACT INFORMATION SHEET

Agent Name: \_\_\_\_\_  
(As on license)                      First Name                      Middle Initial                      Last Name

\_\_\_\_\_  
(If corporate contract, give corporate name and your title)

BGA Name: \_\_\_\_\_ BGA Agent #: \_\_\_\_\_

Branch Code: \_\_\_\_\_ Agent Contract Level: \_\_\_\_\_ Next Level Agent #: \_\_\_\_\_

### Requirements for contract and appointment:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | <b>1) Contract Information Sheet</b>                                       |
| <input type="checkbox"/> | <b>2) Background Questionnaire</b>   |
| <input type="checkbox"/> | <b>3) Signed W7964E signature page</b>                                     |
| <input type="checkbox"/> | <b>4) Errors &amp; Omissions</b> (copy of policy's face page)              |
| <input type="checkbox"/> | <b>5) Current licenses</b>   |
| <input type="checkbox"/> | <b>6) Commission Direct Deposit</b> (authorization/voided check)           |
| <input type="checkbox"/> | <b>7) W9 Tax ID form</b>   |
| <input type="checkbox"/> | <b>8) Solicitor Agreement or Assignment of Commissions – If applicable</b> |

### Home Office Use Only

Investigative Reports: Equifax \_\_\_\_\_ B.I.G. \_\_\_\_\_

West Coast Life Agent Numbers: \_\_\_\_\_

Contract Effective Date: \_\_\_\_\_

Agent Code: \_\_\_\_\_ Contract mailed on: \_\_\_\_\_

LIFECOMM: \_\_\_\_\_ Appt processed/Confirmed: State - \_\_\_\_\_ Date - \_\_\_\_\_

State - \_\_\_\_\_ Date - \_\_\_\_\_

Please check one:  Individual  Partnership  Corporation  Sole Proprietor

**BACKGROUND QUESTIONNAIRE**

Name \_\_\_\_\_

Writing Agent  Company Officer  Both

Corporate Name \_\_\_\_\_

(If applicable) \_\_\_\_\_

Social Security Number \_\_\_\_\_

Company Tax I.D. Number \_\_\_\_\_

Residence Addresses \_\_\_\_\_

Mailing Address \_\_\_\_\_

**If less than 5 years, list previous addresses separately**

City \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Residence Telephone ( ) \_\_\_\_\_

Business Telephone ( ) \_\_\_\_\_

Birthdate: \_\_\_\_\_ Spouse Name \_\_\_\_\_

Fax Number ( ) \_\_\_\_\_

Email Address \_\_\_\_\_

**LICENSES/DESIGNATIONS**

**STATES WHICH YOU PLAN TO SOLICIT: (Submit a copy of a current license for each state indicated below)**

Resident License #: \_\_\_\_\_ State: \_\_\_\_\_

List all states in which you plan to solicit: \_\_\_\_\_

Circle appropriate designations/industry awards: CLU, ChFC, CFC, MDRT, NQA, Other: \_\_\_\_\_

**BUSINESS/PERSONAL EXPERIENCE**

**\*\*\*List employment history for past 5 years on separate paper and attach\*\*\***

Yes	No	
_____	_____	Have you ever, or do you currently represent West Coast Life Insurance Company?
_____	_____	Has any insurance company or securities broker-dealer ever terminated your contract other than for lack of production?
_____	_____	Do you have E & O coverage? (Please provide verification of coverage)
_____	_____	Have you ever had a claim filed against your E & O insurance coverage?
_____	_____	Have you ever been bankrupt or insolvent, either personally or in business?
_____	_____	Have you ever had any liens or judgments, either personally or in business?
_____	_____	Have you ever been investigated by any state insurance department or government agency?
_____	_____	Have you ever had an insurance license denied or revoked by a state or province?
_____	_____	Has a bonding company denied, paid out on, or revoked a bond for you?
_____	_____	Have you ever been convicted or plead guilty or no contest to a crime other than a misdemeanor?
_____	_____	Have you ever been on probation?
_____	_____	Are you now the subject of any complaint, investigation or proceeding that could result in a "Yes" answer to any of the above questions?

**If any answer is "yes" to above questions, please provide complete explanation on separate paper and attach.**

I certify that all statements are correct to the best of my knowledge. I understand that in compliance with the Federal Fair Credit Reporting Act (15 USC Section 1681, et sequellae), an investigative consumer report may be requested from a reporting agency to secure and provide information concerning my character, general characteristics, mode of living, and the accuracy of the statements made in this application. Subsequent investigative reports may be requested to update your file as needed. Upon written request, additional information as to the nature and scope of the report, if one is requested, will be provided.

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

# West Coast Life Insurance Company

## INDEPENDENT AGENT'S AGREEMENT

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The Company hereby appoints the Agent to represent the Company in those states and areas in which the Agent is properly licensed for procuring applications for life and health insurance and annuities.

It is the Agent's responsibility to comply with all statutory laws, rules, regulations, and company guidelines in the sale of these insurance products. It is the Agent's responsibility to maintain any books and records required under any federal, state, or company rule, regulation, or policy. It is also the Agent's responsibility to maintain and obtain any licenses and appointments required for the sale of these products.

### **AGENT-COMPANY RELATIONSHIP**

The Company and the Agent mutually agree that this Independent Agent's Agreement is best served when the Agent is an independent contractor for all purposes. As an independent contractor, the Agent has the right to exercise independent judgment as to time, place and manner of soliciting insurance applications, servicing policyholders and otherwise carrying out the provisions of the Agreement. Furthermore, the Agent will pay all expenses in connection with his or her agency and has no authority to incur any indebtedness on behalf of the Company.

### **ERRORS AND OMISSIONS INSURANCE**

The Agent agrees to maintain Errors and Omissions insurance with a liability limit of \$1,000,000 or greater. The Agent also agrees to provide evidence of such coverage to the Company when requested. Failure to maintain adequate Errors and Omissions coverage may result in the suspension or termination of this Agreement.

### **INDEMNIFICATION**

The Agent will defend, indemnify and hold harmless the Company from and against any and all losses, claims, demands, liabilities, costs, and expenses (including attorney's fees) asserted against or incurred or sustained by the Company arising out of any act or error by the Agent, or its employees, in the performance of the Agent's duties and obligations under this Agreement, any failure or omission by the Agent, or its employees, to perform any obligation under this Agreement, or the breach of any statute, law, regulation, agreement, covenant, or warranty by the Agent. The Company will defend, indemnify and hold harmless the Agent from and against any and all losses, claims, demands, liabilities, costs, and expenses (including attorney's fees) asserted against or incurred or sustained by the Agent arising out of any act or error by the Company, or its employees, in the performance of the Company's duties and obligations under this Agreement, any failure or omission by the Company, or its employees, to perform any obligation under this Agreement, or the breach of any statute, law, regulation, agreement, covenant, or warranty by the Company.

### **AGENT'S AUTHORITY**

The Agent has no authority on behalf of the Company to bind risks of any kind or to make, modify or discharge contracts or to extend the time for paying any premiums. Furthermore, the Agent has no authority to make statements or representations on behalf of the Company which might alter or waive any of the Company's rights or to name any extra premiums or charges on any risk not listed in the Company's rate book.

Inasmuch as the insurance business is subject to changing laws, regulations and conditions, it is understood and agreed that the Company will prescribe rules, regulations, prices and terms under which it will insure risks. The Company retains the right to change, alter or amend the rules, regulations, prices and terms, including the right to limit, restrict or discontinue entirely the acceptance of applications on any policy, coverage or any line of insurance, at any time it deems advisable to do so without prior notice or consent of the Agent. Any such change, alteration, amendment or limitation shall become effective on the date specified by the Company.

### **LICENSE AND APPOINTMENT**

You agree to maintain a state license in all states that you solicit business for the Company. You agree not to solicit business for the Company until you are properly licensed and/or appointed, unless allowed by law to do so in a given state.

If you have been appointed with the Company in a state and have not submitted any business from that state, your appointment with that state may be terminated.

## COMPENSATION

The Company agrees to pay and the Agent agrees to accept the compensation provided in the attached schedule subject to the terms and conditions set forth in this schedule. The schedule and the general conditions included therein are incorporated by reference and are made a part of this Agreement. The Company maintains the unilateral right to alter or change this schedule by giving the Agent prior written notice which shall clearly set forth the effective date of these changes.

The Company is hereby granted a first lien upon the commissions and other sums which may become due under this Agreement or any other Agreement the Agent may have with the Company. If the Company, for any reason, refunds any premiums on any policy written by the Agent, or any policy for the which the Agent received compensation, or on any policy written by Agents assigned or recruited to the Company by the Agent, whether legally required to refund or not, the Company has the right to deduct, set off or request repayment of the previously paid commissions.

In order to qualify for commissions, as detailed in the schedule of commissions and general conditions, the Agent must have an active Independent Agent's Agreement. The Agent is not entitled to any commissions after the Agent's Agreement has been terminated except as provided in the vesting section.

**Net Paid Annualized Life Production** - Total annualized commissionable life premium issued and paid during any period of time, net of any charge backs or adjustments for lapses, paid not takens, cancellations, and other policy terminations. Net annualized life production excludes premium paid on business which replaces existing policies of the Company or its affiliates or subsidiaries, and excludes single premium life, annuities, non-individual ordinary life policies of any kind, or business written on the life of, or owned by, the Agent or members of the Agent's family.

In addition, if a decrease in face amount occurs on a Universal Life policy at any time in the 12 months following an increase, a charge back will occur and any amount added to net annualized life production because of the increase will be deducted in determining the current net annualized life production.

**Commissionable Premium** - For Universal Life policies, commissionable premium is the largest premium on which the Company will pay commissions at first year commission rates. For all other life policies, commissionable premium is the premium payable on the policy during the first policy year. Commissionable premiums are determined by the Company and published separately.

**Annualized Premium** - For Universal Life policies, annualized premium is the lesser of the commissionable premium or the periodic premium which the owner of the policy intends to pay multiplied by the number of periods in one year. For all other life policies, annualized premium is the commissionable premium multiplied by the number of periods in one year.

## COMMISSIONS

Commissions paid to the Agent are based upon the applicable commission rates for the policy year in question applied to premiums received by the Company.

Premiums in excess of target received on Universal Life plans during the first policy year shall be eligible for commission based on the renewal rate described in the schedule of commission.

Any additional policies written as a result of a guaranteed insurability option or its equivalent will create commission for the Agent only if the Agent is active at the time the additional policy is written.

Commissions will not be allowed on premiums paid by automatic premium loan and on premium waived by operation of a premium waiver provision. If conversion is exercised during a disability waiver period, commissions shall be limited to renewals only.

The Company processes commission payments weekly via electronic fund transfer (EFT) for any amount credited to the Agent's commission account. If EFT is not chosen as payment option, The Company has the right to withhold check payment due the Agent until the amount is more than \$500.00. The Company has the right to change this minimum and frequency of check payment at any time for all commissions payable and will notify the Agent by stating the new minimum on the Agent's commission statement.

The Agent will receive no further compensation of any kind on a policy which has lapsed for three (3) months or longer. Commissions shall be allowed to the reinstating Agent on policies reinstated after lapse for non-payment of premiums based on the type of policy, timing of the reinstatement and the personal involvement of the Agent.

If another Agent disputes a claim to a commission, the decision of the Company will be binding and conclusive.

If the Company returns a premium on a policy, the Agent will repay the Company on demand the amount of commission or advance received on the premium returned. Such amount can be recovered from future commission earnings.

The Company has the right to establish and change its rules and percentages for payment of commissions on policies that are replaced by or converted to new policies. Those written rules are hereby incorporated by reference.

## **VESTING**

Upon cancellation of this Agreement, the Agent will be fully and immediately vested in the commission provided in the Schedule of Commissions included herein for policy years two through ten. However, if in any calendar year after the cancellation of this Agreement, the total amount payable under this and any prior Agreement falls below \$100.00, no further commission will be payable under this Agreement or any prior Agreement and the Company will have no further obligations under these Agreements.

If the Agent (1) withholds funds, (2) embezzles funds, or (3) fails to comply with the insurance laws and regulations (either of the Company or of states in which the Agent operates), this Agreement will be canceled immediately and all rights to any future commissions will be forfeited.

If the Agent becomes totally and permanently disabled during the continuance of this contract, any commissions payable under this contract will continue to be paid subject to the \$100.00 minimum explained above.

If the Agent's death is the cause of termination, the vested commissions will be paid to the Agent's estate subject to the \$100.00 minimum explained above.

## **COMMISSION PAYMENT SPECIFICATIONS**

**Intra company replacements** – As a general rule, the Company will not pay new first year commission on policies intended to replace either Protective Life Insurance Company policies or Empire General Insurance Company policies.

**Internal replacements** – As a general rule, the Company will not pay new first year commission on policies intended to replace an existing West Coast Life policy that has been in force for less than two years.

**Persistency** - An Agent must maintain 80% 25-month persistency. If the Agent has not yet established a 25-month persistency, the Agent must maintain 90% 13-month persistency. The 13-month and 25-month persistency measure by *volume (face amount)* and *premium* will be used by the Company. This will be calculated in accordance with the Company's current rules.

**Term Conversions** – Please consult the Company Home Office for policy concerning treatment of commission. Conversion during a period of disability waiver shall be limited only to a Non-par Whole Life policy form.

**Face Amount Increases** - For increases in face amount on Universal Life policies, the Company will pay first year commission, based on the commission rate applicable at the time of original issue, on the increased portion of the commissionable premium paid within the commissionable period following the increase. Revised commissionable premiums will be computed as if the policy were being issued on the effective date of the face amount increase.

In the event of a decrease in the face amount at any time during the twelve months following an increase, no further first year commissions will be payable. Face amount increases will receive first year commissions only to the extent that they exceed any prior increase both in face amount and commissionable premium.

**Rider and Supplementary Benefit Rates** - These rates are the same as those applied to the policy to which they are attached, except as may be specified in the Schedule of Commissions.

**Temporary Flat Extra Ratings** - These ratings are non-commissionable.

## **INDEBTEDNESS**

Any and all cash advances or other payments, including annualized commissions, made to the Agent by the Company, will create a debtor-creditor relationship. As security, the Company has a first lien upon any commissions or other amounts payable to the Agent under this or any other Agreement between the Company or any of its subsidiaries or affiliates and the Agent. The Company may at any time deduct from any commissions or other amounts payable to the Agent any debts owed to the Company by the Agent, or any debts owed to the Company arising out of business written by any Agent which resulted in compensation to the Agent. The Agent will be responsible for all legal fees, court costs and collection fees incurred by the Company in the process of collecting any indebtedness.

The Company reserves the right to chargeback the Agent for any costs associated with medical testing of a proposed insured ordered at the Agent or BGAs request in instances where the Company does not receive a formal application on the proposed insured.

## **AGREEMENT CANCELLATION**

This agreement shall continue for an unspecified term during the mutual pleasure of the Agent and the Company until either party elects to cancel this Agreement for any reason. Cancellation shall become effective upon the mailing of the written notice of cancellation to the other party at the last known business address. This Agreement will cancel automatically upon the death of the Agent.

## **ASSIGNMENTS**

The Agent shall make no assignments of any rights or interest under this Agreement, including benefits or compensation, without the written consent of an officer of the Company. Any changes in the Agent's authority are permitted only when they appear in writing signed by an officer of the Company.

## **ADVERTISING**

The Agent agrees not to conduct any advertising whatsoever, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations involving the Company, its name or products without obtaining prior written approval of the Company.

## **COMMUNICATION**

The Agent authorizes the Company to provide the Agent with any information that the Company would send by ordinary mail, fax and may also be sent via any electronic means as long as the Agent is currently appointed with the Company.

## **INSURANCE MARKETPLACE STANDARDS ASSOCIATION (IMSA) MARKET CONDUCT PRINCIPLES**

West Coast Life Insurance Company has committed itself to upholding the Insurance Marketplace Standards Association (IMSA) Market Conduct Principles:

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers, which in the same circumstances, it would apply or demand for itself.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

The Agent agrees that they have read, understand and agree to follow the IMSA Principles and Code and West Coast Life Insurance Company's Ethical Market Conduct Guide.

## **POLICY ADMINISTRATION**

The Company requires the premiums submitted to the Agent be received in a fiduciary capacity and remitted immediately to the Company in gross. Net remissions of premiums are strictly forbidden. The Company will pay compensation as soon as possible and will assume the administrative handling of billings, changes and related duties.

West Coast Life Insurance Company has caused this Agreement to be signed and the Agent acknowledges his or her voluntary consent by signing below.

This Agreement, when executed, will become effective on \_\_\_\_\_, 20\_\_.

In witness whereof, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Mark S. Rush, Senior Vice President Marketing  
WEST COAST LIFE INSURANCE COMPANY

Supplements to this Contract include:

- |                   |                   |
|-------------------|-------------------|
| 1) Form No. _____ | 3) Form No. _____ |
| 2) Form No. _____ | 4) Form No. _____ |



WEST COAST LIFE

## COMMISSION DIRECT DEPOSIT

*With West Coast Life's Commission Direct Deposit, your commission earnings will be deposited directly into your checking account.*

Please complete this form and mail or fax it along with your **VOID CHECK** to the following address:

Margit Larot  
West Coast Life Insurance Company  
Commission Service Department  
PO Box 193892  
San Francisco, CA 94119-3892

**OR**

Fax: (205) 268-1601

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### Commission Direct Deposit Authorization

I authorize West Coast Life Insurance Company to initiate entries to my (our) account listed below.

\_\_\_\_\_  
Financial Institution Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Agent Number

\_\_\_\_\_  
Date

This authority will remain in effect until West Coast Life Insurance Company has received written notification from me that I wish to discontinue participation in the Commission Direct Deposit program.

**DON'T FORGET TO ATTACH A VOID CHECK. YOUR REQUEST CANNOT BE PROCESSED WITHOUT IT.**



WEST COAST LIFE

## ONLINE COMMISSION REQUEST FORM

*You may view your West Coast Life commission statements online!*

Please complete this form and mail or fax it to the following address:

Margit Larot  
West Coast Life Insurance Company  
Commission Service Department  
PO Box 193892  
San Francisco, CA 94119-3892

**OR**

Fax: (205) 268-1601

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Your user id and password will be sent to the email provided below. (Fields with \* are required).

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\*SSN or Tax ID: \_\_\_\_\_

\*Agent #: \_\_\_\_\_ \*BGA (if not a BGA): \_\_\_\_\_

Agency Name: \_\_\_\_\_

\*Principal Agent Name: \_\_\_\_\_

\*Street Address: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip: \_\_\_\_\_

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

\*Phone#: \_\_\_\_\_ \*Fax#: \_\_\_\_\_

Office Contact Person: \_\_\_\_\_

## 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"/> Other ▶ .....	
	<input type="checkbox"/> 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. 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.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

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

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

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

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

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

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

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

**Nonresident alien who becomes a resident alien.**

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

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

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

### Exempt From Backup Withholding

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

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

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

## Privacy Act Notice

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

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

# 2006 Commission Mailing Dates

Save for future reference.

S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
<b>January</b>							<b>February</b>							<b>March</b>							<b>April</b>						
1	2	3	4	5	6	7			1	2	3	4			1	2	3	4							1		
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31	26	27	28	26	27	28	29	30	31	23	24	25	26	27	28	29	30								
<b>May</b>							<b>June</b>							<b>July</b>							<b>August</b>						
	1	2	3	4	5	6			1	2	3						1			1	2	3	4	5			
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31	30	31				
<b>September</b>							<b>October</b>							<b>November</b>							<b>December</b>						
					1	2	1	2	3	4	5	6	7			1	2	3	4						1	2	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	31					

## LEGEND

<input type="checkbox"/> <b>Month-End Statements</b>	<input type="checkbox"/> <b>Weekly Direct Deposit Available</b>	<input type="checkbox"/> <b>Holidays</b>
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\*\*\*\* Holidays \*\*\*\*

You may wish to mark your calendar of the holidays that West Coast Life Insurance Company will observe during the period January 2006 through December 2006

- Monday, January 16** – Martin Luther King
- Monday, May 29** – Memorial Day
- Tuesday, July 4** – Independence Day
- Monday, September 4** – Labor Day
- Thursday and Friday, November 23 & 24** – Thanksgiving
- Monday and Tuesday, December 25 & 26** – Christmas