



Salary Reduction Agreement for 457

Before you sign: Read the important information on the reverse side of this form. Each employee who initiates or changes contributions to a 457 program shall, at such time, provide the employer with a copy of his/her maximum annual contribution (MAC) as calculated by the Employee's chosen annuity or custodial account provider or any other party acceptable to employer. For each employee utilizing the "catch-up provisions" or the special elections allowed by the Internal Revenue Code, a MAC calculation shall be required annually. A copy of such MAC calculation shall be provided to employer each calendar year in which the "catch-up provisions" or "special elections" are utilized.

Part 1 – Employee Information

Employee Name	ID#
Employee Address	
City	State/Zip

Part 2 – Contribution Information (check all that apply)

- Initiate new salary reduction
Please deduct the amount of \$ _____ per pay effective ____/____/____.
- Change my current salary reduction
Please change the amount of my salary reduction from \$ _____ per pay to \$ _____ per pay effective ____/____/____.
- Change Service Provider
Please change my service provider from _____ at \$ _____ per pay to _____ at \$ _____ per pay effective ____/____/____.
- Discontinue my salary reduction
Please discontinue my salary reduction with the following service provider _____ effective ____/____/____.
- Employee is utilizing catch-up provision/special elections.

Part 3 – Service Provider

<u>\$ Amount per Reduction</u>	<u>Service Provider</u>	<u>Effective Date</u>
1.		
2.		
3.		

Part 4 – Agreement

The above named Employee agrees to modify his/her salary as indicated above. Employer agrees to contribute this amount on Employee's behalf into the annuity of custodial accounts selected by Employee. It is intended that the requirements of all applicable state and federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees to the following:

- 1) This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect;
- 2) This Salary Reduction Agreement may be terminated at any time for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and

3) This Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employer's administrative procedures

Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law. Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limits as defined under Applicable Law except where an MAC was calculated by Service Provider based on accurate information provided by Employee.

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between Employer and Employee. This agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.

IMPORTANT INFORMATION

1. Employer does not choose the annuity contract or custodial account in which your contributions are invested.
2. Employees are responsible for setting up and signing the legal documents to establish your annuity contract or custodial account.
3. In order to receive the expected tax results, Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 457 of the Internal Revenue Code.
4. Employees are responsible for naming a death beneficiary under annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
5. Employees are responsible for all distributions and any other transactions with Service Provider. All rights under contracts or accounts are enforceable solely by Employee, Employee beneficiary or Employee's authorized representative, Employee must deal directly with Service Provider to make loans, transfer to different contracts of custodial accounts, begin distributions, or any other transactions.

Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law. You are strongly encouraged to have a maximum annual contribution (MAC) calculation performed by the chosen Service Provider.

Part 5 - Employee Signature

I certify that I have read this complete agreement and that my salary reductions do not exceed contribution limits as determined by Applicable Law. I understand my responsibilities as an Employee under this Program, and I request that Employer take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the Program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature	Date
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Part 6 - Acknowledgement and Representation of Sales Agent/Representative

I agree to comply with all pertinent written directives regarding the solicitation of Employees. I will provide a maximum annual contribution (MAC) calculation for each Employee who utilizes the "catch-up provisions" or the special elections allowed by the Internal Revenue Code. Furthermore, I agree to indemnify and hold harmless the Employer, any individual member of the governing board and the Employee participating in the 457 Program against any claims based on an error in the calculation that I provided, except where the error is based upon erroneous information provided by Employer or Employee. *(Please Print)*

Agent Name	Phone	Signature	Date
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Part 7 - Employer Signature

Employer hereby agrees to this Salary Reduction Agreement.

Employer Signature	Title	Date
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