

## Florida Southwestern State College, Florida 457(b) Plan Purchase and Participation Agreement

Employee's Name _____	Banner ID _____
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**Original Agreement** Name of Company: \_\_\_\_\_

With respect to services rendered by the Employee hereafter, Florida Southwestern State College and the Employee hereby agree the Employee's compensation for such services shall be reduced by:

Equal amounts of \$ \_\_\_\_\_ per pay period beginning with the \_\_\_\_\_, 20\_\_ pay period.

**Amendment Agreement - Type of Change Desired** Name of Company: \_\_\_\_\_

Increase from \$ \_\_\_\_\_ per pay period to \$ \_\_\_\_\_ beginning with the \_\_\_\_\_, 20\_\_ pay period.

Decrease from \$ \_\_\_\_\_ per pay period to \$ \_\_\_\_\_ beginning with the \_\_\_\_\_, 20\_\_ pay period.

Suspend/Terminate deduction: Name of Company \_\_\_\_\_  
Effective Date of deduction Suspension/Termination \_\_\_\_\_

I have read the above and understand the proposed change. I hereby request that such change be effected.

**Utilization of Age-Based Addition** (over 50 years of age).

I acknowledge that I am using the additional amount:

Age-Based Addition. This amount conforms with my Maximum Allowable Contribution calculation for the current year.

**Terminal Pay at Retirement**

One-time reduction from Employee's final paycheck which includes Terminal Pay—final paycheck reduction to be in the amount of \$ \_\_\_\_\_.

The undersigned hereby agrees to the terms and conditions of the Florida Southwestern State College Deferred Compensation Plan ("Plan") as such Plan now exists or is hereinafter amended and a copy of the Plan has been made available to them. This election shall continue until the undersigned makes a subsequent election as provided by the Plan. The employer hereby authorizes on the provider company to issue an annuity contract or custodial arrangement for the benefit of the participant without the signature of the employer provided that the owner of the annuity contract or custodial arrangement is designated as the employer's 457 Deferred Compensation Plan.

I ( the Employee) understand and agree to the following:

My deferrals cannot begin sooner than the month following Participation Agreement approval. My accumulated deferrals will be held in trust by the Florida Southwestern State College for the exclusive benefit of participants and their beneficiaries until paid to me under the rules of the Plan. I realize I may not assign or transfer my rights under the Plan.

I am responsible for the accuracy of the excludable amounts stated in this Agreement. Any overstatement of the amounts excludable as a salary reduction in this agreement, or any other violation of the requirement of IRS Code Section 457 could result in additional taxes, interest, and penalties to the Employee.

I hereby authorize my Employer to reduce or suspend any deferrals established by this agreement, if in its opinion, the total annual deferral would exceed the maximum allowable limit in any calendar year. Should my deferral exceed the maximum limit, I authorize my Employer to disallow deferral of the excess amount and direct these amounts to be refunded to me.

**Release of Liability** - The Employee agrees that the Employer and its agents shall have no liability whatsoever for any and all losses suffered by me with regard to my selection of the annuity and/or custodial account, its terms, the selection of the insurance company, custodian, or regulated investment company, the financial condition, operation of or benefits provided by said insurance company, custodian, or regulated investment company, or my selection and purchase of shares of regulated investment companies.

The employer hereby authorizes on the provider company to issue an annuity contract or custodial arrangement for the benefit of the participant without the signature of the employer provided that the owner of the annuity contract or custodial arrangement is designated as the employer's 457 Deferred Compensation Plan.

Earnings, if any, will be applied to my accumulated deferrals in accordance with the Company and product I have selected. Neither the Employer, nor Trustees, nor agencies of the Employer shall be liable for the performance of the Companies or products selected by the Employee.

**Any change to this Agreement must be in writing to the Employer and becomes effective upon the execution of this Agreement by Employee and Employer.**

This Agreement may be terminated by either the Employer or Employee upon thirty (30) days notice to the Company and to the Employer or Employee as applicable.

**Designation of Beneficiary** - The beneficiary for each annuity contract or certified account to which contributions are allocated shall be determined in accordance with the terms of that specific contract or account.

**Effective Date of this Agreement** \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Agent/Representative Signature