

Qualified Target Industry Business
Tax Refund Claim
QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM

Sample for FY 13-14

QTI Business
(Qualified Applicant)

(Date Submitted)

Application Instructions

1. This is a QTI tax-refund claim form. Where possible, certain information has been provided by the DSBD. This information should be reviewed by the QTI Business for accuracy and corrected if needed. In some cases, areas within tables have been shaded. This shading marks areas of information that are NOT to be completed on this claim form. Only those "cells" that are empty and un-shaded should be filled in.
2. Please carefully review your QTI Agreement, including all Exhibits, before beginning to prepare this application.
3. The completed and signed application must be filed with:

Joyce Pugh
Chief Analyst for Compliance
DEO/DSBD
The Capitol, Suite 2001
400 South Monroe Street
Tallahassee, FL 32399-0001

4. **REVIEW PROCESS:** DEO's Division of Strategic Business Development (DSBD) will review submitted claim information, check employment information against employment records filed with DEO's Division of Workforce Services (DWS), and tax payment information with the Florida Department of Revenue, and with the applicable county tax collector's office, if necessary. The review process can be greatly accelerated if you submit documentation of the tax payments with this form. If the data filed with DWS does not reflect the employment and wage information for the applicable QTI Business unit, please submit detailed employment and wage information for the QTI project (in an Exhibit to your QTI Agreement for further explanation).
5. **PAYMENT PROCESS:** Upon completion of its review, and if the local financial support has been paid, DSBD will approve the refund claim, or a prorated share of the claim, notify the QTI Business, and request a check from its fiscal office. Payment should follow within three weeks. If the claim is disapproved, pursuant to s. 288.106(5)(b), F.S., no refund will be paid and eligibility for all future refunds scheduled in the tax refund agreement will be revoked. A QTI Business that fraudulently claims a refund is liable for repayment of the refund plus a mandatory 200-percent penalty and is guilty of a third-degree felony (s. 288.106(3)(g), F.S.).
6. **AUDIT:** Records must be maintained and available to DSBD auditors for verification of the jobs, wages, and tax payments provided in the annual refund application. Pursuant to s. 288.106(5)(b), F.S., if an DSBD audit determines that the information provided cannot be substantiated, the result may be the loss of eligibility for receipt of all future tax refunds previously authorized as well as the revocation of certification as a QTI Business. Supporting documentation must be maintained for a period of 5 years after the last tax refund claim is made.

Employer & Project Identification

1. Name of QTI Business: QTI Business
(Qualified Target Industry (QTI) Business - an employing or reporting unit registered with DWS that has been approved as eligible for tax refunds pursuant to s. 288.106, Florida Statutes.)

2. Project Title: _____
 EDIS Project ID: _____

3. Refund Claim Contact Person -- Please provide the name of one (1) person to whom correspondence and inquiries should be addressed regarding your tax refund claims. (This person will be the central contact.):
 _____ Phone: _____
 (name of central contact person)

4. Address: _____

5. a. QTI Business Federal Employer Identification Number: _____
 b. Sales Tax Identification Number: _____
 c. Unemployment Insurance Account #: _____

6. Business' Taxable Year: _____ - _____

Eligible Taxes Paid _____

7. Enter the ending date for which you are claiming a tax refund and fill in the un-shaded areas.

Eligible Taxes of the QTI Business	Taxes Due & Paid*:	QTI Taxes Refunded:	Balance Available:	Taxes Paid:
	_____ thru _____	_____, ____ thru _____, 12	FY _____	_____, 10 thru _____, 10
Sales & Use (Part I Ch. 212, F.S.)				
Corporate Income (Ch. 220, F.S.)** January 1, 2013 - _____				
Intangibles (Ch. 199, F.S.)				
Documentary (Ch. 201, F.S.)				
Communications (Ch.202, F.S.)				
Ad valorem (Ch. 220.03(1)(a), F.S.)				
Insurance Premium (Ch. 624.509, F.S.)	N/A	N/A	N/A	N/A
TOTAL ELIGIBLE TAXES PAID	\$ _____	\$ _____	\$ _____	\$ _____

* The taxes shown here may differ from those actually reported by the QTI Business. The taxes shown here are the amounts verified either by FDOR, the local Tax Collector's Office, or DSBD using documentation supplied by the QTI Business. Examples of documentation include copies of canceled checks (front and back), EFT receipts, bank statements, and merchant receipts.

If Corporate Income Tax is filed jointly with other affiliated businesses, report only those taxes reasonably attributable to the QTI Business. Please attach a worksheet explaining how the share attributable to the QTI Business was determined. **Per the QTI Agreement and applicable statute, only corporate income taxes that become due and are paid in the QTI Business' fiscal year after the signing of the QTI Agreement are eligible. All other taxes are eligible during the period shown in the last column.

8. Our records indicate you have reported the following adjustments for taxes on which previous refunds have been based. Please review these adjustments and in the "confirmation box" circle **Y** (for **Yes**) if the adjustments shown are correct or **N** (for **No**) if the adjustments are incorrect. If incorrect, write in the correct amount and attach a note of explanation. Also, please note any additional adjustments not previously reported, as required in s. 288.106(3)(e), F.S.

ADJUSTMENTS (credits, refunds, exemptions, etc., other than provided in the QDC program)			
Period of Time [Mo/Yr - Mo/Yr]	Tax Category	Adjustment Amount	Confirmation
			Y / N \$
			Y / N \$
			Y / N \$
			Y / N \$
			Y / N \$
			Y / N \$

Tax Refund Claimed

9. The tax refund claimed in a fiscal year may not exceed: 1) the amount specified for that fiscal year in the QTI Agreement; 2) the Eligible Taxes Due and Paid and available for the fiscal year; nor 3) five times the amount of local financial support paid to the Economic Development Incentives Account and available for the fiscal year (unless the project has received a Rural Exemption Waiver).

a. Tax refund amount claimed:

Scheduled in QTI Agreement FY			QTI Business Claim
State	Local	Total	
\$0	\$0	\$0	

9. (b) A tax refund shall be paid if the net increase in full-time equivalent jobs over the base period (column 5) is at least as great as the number of jobs required by the QTI Agreement for the current refund period and the average annual wage paid for those jobs (column 6) is at least as great as the average wage specified in the QTI Agreement. Under the “80-percent rule,” a QTI Business remains eligible to receive a pro rata share, less a 5-percent penalty, of its QTI refund if the business creates at least 80% of the required net new jobs and meets all of the other program requirements. Or, under the “90-percent average wage rule” a QTI Business remains eligible to receive a pro rata share, less a 5- percent penalty, of its QTI refund if the business meets at least 90% of the average wage stated in the QTI Agreement but not less than 115% (or 150% or 200% if a higher award was obtained based on 150% or 200% average wage) of the lowest County, Statewide, or MSA wage list in use by the QTI program at the time the project was approved.

Complete the appropriate blank or blanks for each project that is actively participating in the QTI Program and has tax refunds scheduled for the current fiscal year.

QTI Tax Refund Agreement Requirements (completed by DSBD)		QTI Business Project Claims			
Average Wage	Scheduled Net- New Project Jobs ¹	Average Wage ²	Base Jobs 2/1/2011 12:00:00 AM- 1/31/2012 12:00:00 AM ³	Total Project Jobs ⁴	Net Increase in Project Jobs
(1)	(2)	(3)	(4)	(5)	(6)
\$			*		

Current phase jobs, included in the Net Increase [column (2)], scheduled to be created during this refund period:

**1st Claim Refund Period: Jobs - December 201? ; Avg. Wage - Jan. 1, 201? thru Dec. 31, 201?.
Subsequent Claims Job/Avg. Wage Refund Period: January-Year through December-Year.**

¹Jobs from previous refund phases must be maintained, on average, for the full refund period (month after which last claim was submitted through month of current refund claim). Jobs from the current phase must be maintained from beginning of implementation date stated in the Agreement through the month in which the refund claim is due.

²Average Wage -- the average annual wages actually paid (defined in an Exhibit of the QTI Agreement) for the project jobs reported.

³Base Jobs -- Employees on the payroll during the 12 months preceding full execution of the QTI Agreement or an alternate commencement date specified in the QTI Agreement. *When applicable, the base jobs confirmed/agreed and used by DSBD will be inserted. (Base jobs confirmed by DSBD may include both full- and part-time employees.)

⁴Total Project Jobs -- the average number of project jobs (defined in an Exhibit of the QTI Agreement) *actually working onsite for the project* during the refund period.

10. Please indicate the name and address to which the refund should be sent.

Check Payable To: _____
(COMPANY NAME)

Central Contact Person: _____

Address: _____

Email: _____

(For DSBD Use Only)

THIS IS NOT A GOODS AND SERVICES CONTRACT.
IT IS A TAX REFUND PER s.288.106, F.S.

Invoice: FY _____

Certified Amount: \$ _____

Application completed by:

I certify that to the best of my knowledge, the information in this application is accurate.

(Signature)

(Signature of Authorized Officer)

(Name/Title)

(Name of Authorized Officer)

(Company)

(Title of Authorized Officer)

(Phone Number)

(Company)

(Date)

(Date)