

PROPERTY MANAGEMENT CHECKLIST FOR NEW PROPERTIES

Owner(s): _____

Property Address: _____

Please provide the following items:

- ☐ Completed Residential Leasing & Property Management Agreement
- ☐ Completed Property Intake Form
- ☐ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (if property was constructed prior to 1978)
- ☐ Completed W-9 (this is for whoever will be receiving the 1099). Only page 1 is needed. Don't forget to sign it.
- ☐ A check made payable to Big Dog Property Management, Inc. in the amount of \$350.00 for your owner's reserve
- ☐ A copy of the HOA Rules & Regulations (if the property is located within an HOA) – an emailed pdf is preferred over a hard copy. If you don't have these, please contact your HOA management company for a copy.
- ☐ House Keys: 3 sets (2 will go to the new tenants, 1 will be retained by us). If the property is already occupied by tenants, please provide us with 1 key for our use. Keys Provided _____
- ☐ Mailbox Keys (if applicable): Please provide 2 keys. 1 will go to the tenants, and 1 will be retained by us. If the property is already occupied, please provide us with 1 key for our use. Keys Provided _____
- ☐ Pool/Clubhouse access key (if applicable). Please leave this in the kitchen drawer closest to the refrigerator. Keys Provided _____
- ☐ Garage Remotes: Please place 2 working remotes in the kitchen drawer closest to the refrigerator. Remote Provided _____
- ☐ Leave any operational manuals for appliances, security systems, thermostats, etc. in the kitchen drawer closest to the refrigerator
- ☐ Copies of any recurring bills you would like us to pay (lawn service, HOA, etc... - we do not pay mortgages).
- ☐ Insurance COI (Certificate of Insurance) showing Big Dog Property Management, Inc. as additional insured. (Your insurance broker can email this directly to us)
- ☐ If your property is located within a jurisdiction that requires rental registration, you will need to apply for that directly.
 - o [Raleigh](#): (919) 807-5110
 - o [Garner](#): (919) 773-4433
- ☐ If the unit is currently occupied by a tenant, please provide:
 - o Tenant's Application
 - o Tenant's Lease
 - o Tenant's Security Deposit
 - o Tenant's Account Statement
 - o Tenant's Contact Info

PROPERTY INTAKE SHEET

PROPERTY DESCRIPTION

Owner(s): _____

Property Address: _____

County: _____ Subdivision: _____

Year Built: _____ Approx. Square Footage: _____

Directions to Property: _____

Please Check Each Item That Applies to Your Property:

HOA

Is there an HOA? ☐ Yes ☐ No If yes, please provide contact info for the management company:

Company Name: _____ Manager: _____

Phone: _____ E-mail: _____

Website: _____

PROPERTY DESIGN & TYPE

☐ House ☐ Townhome ☐ Condo (____ Floor) ☐ ____-Plex

☐ 1 Story ☐ 1 ½ Story ☐ 2 Story ☐ 3 Story/Level ☐ Multi-Level

PARKING

☐ Garage (____ Car) ☐ Carport (____ Car) ☐ Driveway ☐ Community Parking Garage

Auto Garage Opener: ☐ Yes ☐ No If yes, what Make/Model: _____

PETS

☐ Cats allowed ☐ Dogs Allowed (under 50 lbs) ☐ Dogs Allowed (over 50 lbs) ☐ No Pets

If dogs are okay, and specific breeds to be excluded? _____

INTERIOR

of Bedrooms: _____ # of Full Baths: _____ # of ½ Baths: _____

Master Bedroom on which floor: _____

Basement: ☐ Yes ☐ No If yes, ☐ Finished ☐ Unfinished

Fireplace: Quantity: _____ Location(s): _____

Type: ☐ Gas ☐ Gas Logs ☐ Wood Burning ☐ Propane

Is there an alarm system? ☐ Yes ☐ No If yes, is it currently monitored? ☐ Yes ☐ No

If yes, please provide access info: _____

Carbon Monoxide Detector Location(s): _____

Smoke Detector Location(s): _____

APPLIANCES & UTILITIES

Range: ☐ Electric ☐ Gas

Oven: ☐ Electric ☐ Gas ☐ Convection ☐ Double

☐ Refrigerator ☐ Dishwasher ☐ Microwave ☐ Garbage Disposal

☐ Washing Machine ☐ Dryer (Electric) ☐ Dryer (Gas) ☐ Stackable W/D

☐ Washer/Dryer Connections Only Located Where: _____

Water Heater: ☐ Gas ☐ Electric ☐ Tankless

What Size (Gallons): _____ Located Where: _____

A/C: ☐ Central ☐ Dual Zone ☐ Tri-Zone ☐ Window Unit

Air Filter Size(s) and Location(s): _____

Heat: ☐ Hot Water ☐ Baseboard ☐ Dual Zone ☐ Tri-Zone ☐ Forced Air ☐ Heat Pump

Fuel Heat: ☐ Electric ☐ Natural Gas ☐ Propane ☐ Oil

Sewer: ☐ City Sewer ☐ Septic Tank Date Last Cleaned: _____

Water: ☐ City Water ☐ Community Well ☐ Individual Well

Location of Water Shut Off to House: _____

Location of Electrical Breakers: _____

UTILITY COMPANIES

	Name	Phone	Paid By Tenant
Electric:	_____	_____	<input type="checkbox"/>
Gas:	_____	_____	<input type="checkbox"/>
Propane:	_____	_____	<input type="checkbox"/>
Phone:	_____	_____	<input type="checkbox"/>
Water:	_____	_____	<input type="checkbox"/>
Sewer:	_____	_____	<input type="checkbox"/>
Trash:	_____	_____	<input type="checkbox"/>
Cable:	_____	_____	<input type="checkbox"/>

Satellite: _____ ☐
Internet: _____ ☐

EXTERIOR

Lawn Maintenance: ☐ By Tenant ☐ By Landlord ☐ Not Applicable

Is there an irrigation system? ☐ Yes ☐ No

Is there a swimming pool? ☐ Yes ☐ No If yes: ☐ Above-ground ☐ Below-ground

Swimming Pool Maintenance: ☐ By Tenant ☐ By Landlord ☐ Not Applicable

Is backyard fenced in? ☐ Yes ☐ No

Mailbox Location: _____

Satellite Dish: ☐ Already Installed ☐ Approved, at Tenant's Expense

Does the HOA have any guidelines regarding the installation location? If so, what? _____

COMMUNITY AMENITIES

Clubhouse ☐ Included in Rent ☐ Tenant's Expense

Tennis Courts ☐ Included in Rent ☐ Tenant's Expense

Swimming Pool ☐ Included in Rent ☐ Tenant's Expense

Golf Course ☐ Included in Rent ☐ Tenant's Expense

Playground ☐ Included in Rent ☐ Tenant's Expense

HOME WARRANTY

Do you have a home warranty in place? ☐ Yes ☐ No

If yes, please provide:

Company Name & Phone: _____

Account Number: _____ Service Charge Amount: _____

You will need to add us on to this policy so we can call in warranty requests.

PREFERRED CONTRACTORS

Do you have any preferred contractors? If so, please provide their company name, phone number and the service they provide:

<u>Name</u>	<u>Phone</u>	<u>Service</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



RESIDENTIAL LEASING & PROPERTY MANAGEMENT AGREEMENT ("AGREEMENT")

This Residential Leasing & Property Management Agreement is entered into by and between ___ ("OWNER") and Big Dog Property Management, Inc. ("AGENT").

In consideration for the covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **APPOINTMENT OF AGENT:** Owner hereby appoints Agent as sole and executive Agent of Owner exclusively to lease, operate and manage the real property described below ("PROPERTY"), in accordance with all applicable laws and regulations, upon the terms and conditions contained herein.. Agent accepts appointment and agrees to furnish the services of its organization for the leasing and management of the Property, and Owner agrees to pay all reasonable expenses in connection with those services.
2. **PROPERTY:** _____
3. **DURATION OF AGREEMENT:** This Agreement shall be binding when it has been signed and dated below by Owner and Agent. It shall commence on ___, and shall be for an initial term of 90 days, and automatically renews on a recurring monthly basis and upon the same terms and conditions thereafter – unless either Party gives written notice of its intent to terminate this Agreement pursuant to the terms of Paragraph 16 below.
4. **OWNER'S AUTHORITY TO ENTER INTO AGREEMENT:** Owner represents and warrants to Agent that Owner is the sole owner of the Property and that there is no other party in interest whose joinder in this Agreement is required, and that the Property is not subject to current legal action or foreclosure. Any individual Owner shall have the authority hereafter to take action and enter into further agreements with Agent on behalf of all co-Owners.
5. **AUTHORITY & RESPONSIBILITY OF AGENT:** During the time this Agreement is in effect, Agent shall:
 - a. **OFFER THE PROPERTY FOR RENT AND MANAGE THE PROPERTY IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, THOSE PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE PROPERTY;**
 - b. USE AGENTS BEST EFFORTS TO SOLICIT, SECURE AND MAINTAIN TENANTS, INCLUDING THE AUTHORITY TO NEGOTIATE, EXECUTE, EXTEND AND RENEW LEASES IN OWNER'S NAME FOR TERMS NOT IN EXCESS OF 24 MONTHS;
 - c. Advertise and market the Property or portions thereof for rent, using the internet, periodicals, or other such means as Agent may deem proper and advisable. Agent is authorized to place 'For Lease' signs on the Property (where permitted by law and relevant covenants);
 - d. Receive and process rental applications;
 - e. Use its diligent efforts to provide qualification screening of all prospective tenants. Such screening shall include rental and employment histories, criminal background checks and credit relationships. To ensure Fair Housing Standards are complied with, Agent has complete authority in determining whether applicants are or are not approved, according to Agent's screening standards which Agent has put into place and which have been provided to Owner;
 - f. Negotiate rental terms including, but not limited to, rental rates, lease terms, and security deposit amounts;
 - g. Prepare lease and addendums, including any renewal leases or addendums;
 - h. Submit pertinent information concerning the Property to any listing service of which Agent is a member or in which any of Agent's associates participates and to furnish to such listing service notice of all changes of

Owner Initials: _____

Agent Initials: _____

Rev. 2016-01-01

information concerning the Property authorized in writing by the Owner. Owner authorizes Agent, upon execution of a rental contract or the Property, to notify the listing service of the rental, and to disseminate rental information, including rental price, to the listing services, appraisers and real estate brokers;

- i. Collect and hold a security deposit as permitted by law in Agent's trust account in a North Carolina bank or savings and loan association;
- j. Manage the Property to the best of Agent's ability, devoting thereto such time and attention as may be necessary;
- k. Collect all rentals and other charges and amounts due under tenant leases and give receipts for amounts so collected;
- l. Deliver to Owner within 30 days following the date of execution of any rental agreement an accounting which sets forth the name of the tenant, the rental rate and rents collected, and promptly provide a copy of any rental agreement to Owner upon reasonable request;
- m. Provide Owner monthly statements of all monies received and disbursed in connection with Agent's management of the Property, and remit to Owner rental proceeds collected, less any deductions authorized hereunder, provided: (1) this shall not constitute a guarantee by Agent for rental payments that Agent is unable to collect in the exercise of reasonable diligence; (2) if, pursuant to this Agreement or required by law, Agent either has refunded or will refund in whole or in part any rental payments made by tenant and previously remitted to Owner, Owner agrees to return same to Agent promptly upon Agent's demand; and (3) any rents pre-paid by a tenant shall be held in trust by Agent and disbursed to Owner as and when they become due under the terms of the tenant's lease;
- n. Initiate Owner statements and payments to Owner on the 10th of each month, or the next business day should the 10th fall on a weekend or holiday – PROVIDED THAT rental payments are received by tenant no later than the 5th. (This gives the time necessary to ensure the payment from the tenant does not come back as NSF). If tenant pays after the 5th, Owner's payment will be processed and disbursed to Owner 5 business days after funds are received by the tenant providing funds have cleared Agent's trust account. Rental proceeds will be deposited into Owner's bank account via ACH (electronic transfer). The Owner's Report shows all income received, expenses paid, and any owner contributions made;
- o. Prepare end of year reports (along with a 1099) and sent to Owner for tax purposes;
- p. Make arrangement on Owner's behalf for any repairs which, in Agent's opinion, may be necessary to preserve, maintain and protect the Property; provided Agent may not make arrangement for any repairs that exceed \$350.00 without prior approval of Owner, except in that case of an emergency, Agent may, without prior approval, make arrangements for whatever expenditures on behalf of Owner that are reasonably necessary to preserve the Property or prevent further damage from occurring. The \$350.00 is per repair;
- q. Answer tenant requests and complaints and perform the duties imposed upon Owner by tenant leases or any local, state or federal law or regulations, including the authority to purchase such supplies and hire such labor as may be necessary in Agent's opinion to accomplish any necessary repairs;
- r. Perform a property evaluation prior to tenant move-in, after the tenant moves-out, and every six months during tenancy. When the Property is vacant, Agent will tour the property once a month to be on the lookout for any potential vandalism, illegal entry, or other damage to the Property;
- s. Retain such amounts from Owner's rental proceeds as may be necessary from time to time to pay expenses associated with the management and operation of the Property for which Owner is responsible hereunder. Agent will establish and maintain a fund on Owner's behalf in the amount of \$350.00 from which expenses may be paid, but Owner acknowledges and understands that Agent may from time to time retain additional amount as Agent notifies Owner in advance in writing are reasonably necessary. If all or a portion of this fund is used in one month, Agent may replenish the fund as needed, in Agent's sole discretion, from the rental proceeds so the minimum balance is maintained;
- t. Negotiate partial refunds with tenants if, in Agent's reasonable opinion, the tenant's use and enjoyment of the Property has been affected by a defect in the condition of the Property (such as repair to the electrical, plumbing, sanitary, heating or ventilating facilities or a major appliance that cannot be made reasonably and promptly);

- u. Institute and prosecute such proceedings in small claims court as may be necessary and advisable, in Agent's opinion, to recover rents or other amounts due the Owner from tenants or to evict tenants and regain possession, including the authority, in Agent's discretion, to settle, compromise and release any and all such small claims proceedings; provided, that with respect to any such small claims proceeding, Agent shall have actual knowledge of the facts alleged in the complaint. Owner also grants Agent authority to consult with and/or engage legal counsel as deemed appropriate or necessary by Agent in Agent's sole discretion, and Owner shall be responsible for the payment of all legal fees incurred by Agent; and
- v. In the event of a default of a lease by tenants: (1) send a letter to the tenants notifying the tenants of the default; (2) perform itemization of Owner's use of the tenant's security deposit pursuant to applicable law; and (3) report any delinquent debt to a consumer credit reporting bureau. In the event of a default of a lease by tenants, Agent shall not have any duty to: (1) collect unpaid rents or other debts owed to Owner; (2) collect any debt or damage exceeding security deposits or other deposits; (3) collect a re-leasing fee or similar commission; (4) file any lawsuit other than a proceeding to regain possession of the Property, subject to Owner tendering all court costs, attorney's fees, and related expenses; (5) pay for any court costs, attorney's fees, or related expenses; or (6) pay any loss or damage incurred by Owner arising from tenants' default of the Lease.
- w. _____

6. **AGENT'S COMPENSATION & EXPENSES :** As compensation for the services provided by Agent under this Agreement (and in addition to reimbursement of expenses to which Agent is entitled hereunder), Owner shall pay Agent as follows:

- a. **TENANT PLACEMENT SERVICES (LEASING FEE):** Commission amount of 75% of one full month's rent, or \$750.00, whichever is greater. Agent will allow other licensed real estate agents (Tenant Agents) to show the Property to prospective tenants. Agent agrees to pay Tenant Agent a referral fee if they procure a qualified tenant that leases the Property. This fee will be paid for out of this Agent's commission. The amount will equate to 25% of one full month's rent.
- b. **MANAGEMENT SERVICES:** Flat fee of \$95.00 per calendar month, payable and due on the first day of each month for the duration of the Agreement. In the even
- c. **SUPPLEMENTAL PROPERTY EVALUATIONS:** Should Owner request property evaluations above what is included in this Agreement, they will be performed at a cost of \$50.00 per exterior evaluation and \$95.00 per exterior/interior evaluation.
- d. **SPECIAL SERVICES:** If any special services are provided, other than those enumerated in this Agreement, additional fees shall be payable upon agreement of the parties. The fee amount shall be negotiated between the Owner and Agent prior to services being rendered. These services include, but are not limited to: (a) shopping for appliances or other items; (b) meeting with financial institutions, appraisers, city officials, HOA members; or (c) property tax assessment appeal hearings.
- e. **EVICTON SERVICES:** Should Agent be required to let the Tenant in and out of the Property during the time after the lock-out has occurred, this will be invoiced to the Owner at \$50.00 per trip to the site, plus the standard IRS mileage rate to/from our local office.
- f. **SERVICE PROVIDERS:** If Agent refers Owner or a prospective tenant to a service provider (for example, mover, cable company, telecommunications provider, utility, insurance agent or contractor), Agent may receive a fee from the service provider for the referral. Any referral fee that Agent receives under this paragraph is in addition to any other compensation Agent may receive under this Agreement.

Agent may deduct Agent's fees from gross receipts and collections received before remitting the balance of the receipts and collections to Owner.

- 7. **OTHER FEES:** Agent may charge tenants reasonable administrative fees permitted by law and retain any such fees, including but not limited to, fees to cover the costs of processing tenant rental applications, NSF fees, and change of tenancy fees. If, in Agent's discretion, tenant leases provide for late payment fees and/or returned check fees, such fees, when collected by Agent, shall belong as follows: Late payment fees to Owner; Returned check fees to Agent.
- 8. **RESPONSIBILITIES OF OWNER:** During the time this Agreement is in effect, Owner shall:

- a. Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with the requirements of tenant leases and any local, state or federal law or regulations; including but not limited to NC General Statutes Section 42-42, and advance to Agent such sums as may be necessary from time to time to pay such costs and expenses. Owner further agrees that Owner shall pay for, and Agent shall maintain with Owner's monies (whether derived from rents or otherwise) a fund in the amount of \$350.00, from which the Agent may pay expenses associated with the management and operation of the Property, for which the Owner is responsible hereunder. (If all or a portion of the maintenance fund is used in one month, Agent may replenish the fund as needed, in Agent's sole discretion, from the rental proceeds so the minimum balance is maintained);
- b. Provide funds to Agent within 5 calendar days of Agent's request for any cost or expense for which Owner is responsible that Agent, in Agent's discretion, incurs on Owner's behalf, including but not limited to, the costs of advertising, emergency maintenance and repairs, utilities, property taxes, owners' association dues and assessments, court costs and attorney's fees;
- c. NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT FROM OFFERING THE PROPERTY FOR RENT OR MANAGING THE PROPERTY IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, THOSE PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE PROPERTY;
- d. Carry, at Owner's expense, a Residential Dwelling Policy (RDP) against any and all claims or demands whatever arising out of, or in any way connected with, the operation, leasing and maintenance of the Property, which policies shall be written to the extent allowable so as to protect Agent in the same manner as Owner and which shall be in adequate amounts for each injury or death of any person in each accident or occurrence, and adequate amount for property damage in each accident or occurrence, and an adequate amount for any attorney fees and/or other costs incurred to defend against any claim relating to injury, death, property damage or any other occurrence; and provide Agent with a certificate of insurance (COI) within 7 days of lease commencement and thereafter as requested; and said policy shall, without cost to Agent, name Agent as an additional insured as its interest may appear, using Agent's legal name: Big Dog Property Management, Inc.; and should Owner fail to provide such insurance coverage and certificate of insurance to Agent, Agent may, notwithstanding any other provision of this Agreement, terminate this Agreement immediately with one day's written notice, and such notice may be provided by either facsimile, electronic mail, U.S. Mail, or overnight courier;
- e. Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorney's fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the Property by Agent or the performance or exercise of any duty, obligation or authority set forth herein or hereafter granted to Agent, or arising out of a tenant's breach of any lease for the Property, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent;
- f. Owner shall (1) review all applicable Homeowner's Association (HOA) covenants and bylaws; (2) confirm that the Homeowner's Association permits the Owner to rent the Property to tenants; (3) fully inform Agent of any rules or restrictions promulgated by the Homeowner's Association that would in any way impair Owner's rental of the Property and Agent's ability to manage said Property; and (4) pay Agent for any and all fees and commissions arising under this Agreement in the event that the Homeowner's Association prohibits Owner from renting the Property to tenants. Owner further agrees that Agent has no duty whatsoever to perform the aforementioned duties relating to Homeowner's Associations. Should Owner fail to honor these obligations, or should the HOA ever revoke or otherwise remove Owner's ability to lease the Property, Agent may terminate this Agreement with 24 hours' written notice to Owner. Owner understands and agrees that Agent has no duty whatsoever to ensure that the HOA will permit Owner to lease the Property;
- g. Be responsible for timely payment of all property taxes, mortgage payments, governmental or owners' association assessments associated with the Property, and any other expenses which could become a lien against the Property, and for promptly notifying Agent in the event that Owner receives any notice(s) from the

holder of any loan or from any other lien holder of any kind, regarding a default in payment, threatened foreclosure or the filing of a foreclosure proceeding;

- h. Provide operable smoke detectors and carbon monoxide detectors as required by NC real estate law on each floor of the home and replace batteries at the beginning of each new tenancy;
- i. Upon the change of each tenancy, have the locks on all exterior doors re-keyed (excluding screen doors) by a licensed and insured locksmith – or locks completely replaced by a handyman, and provide 3 complete set of keys to the Property, including any and all keys for doors, mailboxes, amenities, as well as any other access devices;
- j. Provide instructions on any systems, such as: irrigation, security, well, septic, etc... and provide information on any and all warranties for the home or equipment or appliances, as well as a list of Owner's preferred vendors, in the event Owner does not provide said information or preferred vendors, Agent shall use any vendor Agent, in Agent's sole discretion, sees fit.
- k. Owner understands and agrees that direction communication with tenant outside of Agent is inappropriate and that all communications concerning the management of the Premises should be made through the Agent. However, should Owner communicate directly with tenant, whether in writing or verbally, Agent is not responsible or liable for the enforcement or performance of any promises, warranties, or representations made or otherwise discussed or agreed to by Owner and Tenant. Owner agrees that Agent is not responsible for the enforcement of any promises, warranties, representations or agreements made without Agent's knowledge and/or consent, and Owner releases and forever discharges Agent from any liability whatsoever arising from any such communications which may occur between Owner and tenant, or any such promise, warranty, representation or agreement that is made between Owner and tenant; and
- l. Bed bugs are a serious issue that should not be taken lightly. Upon evidence of any bed bugs being present, Owner agrees that they will utilize a professional, licensed and insured pesticide company to eliminate the bed bugs and shall be responsible for payment of any such treatment. Owner WILL NOT attempt to eradicate bed bugs on their own, or with chemicals purchased from a retail store.
- m. _____

9. **TENANT SECURITY DEPOSITS:** Agent may, in Agent's discretion, require tenants to make security deposits in an amount permitted by law to secure tenants' lease obligations (such security deposits shall hereinafter be referred to as "Tenant Security Deposits"). If the Agent requires Tenant Security Deposits, they shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association, and shall thereafter be administered in accordance with this Agreement. In addition, Owner agrees that Agent shall apply any Tenant Security Deposits only in accordance with North Carolina law, specifically Chapter 42, Article 6 of the North Carolina General Statutes. Should Owner demand that Agent apply or otherwise deduct any portion of the Tenant Security Deposits for any reason that is, in Agent's sole discretion, (1) prohibited by the spirit or the letter of applicable law or (2) harmful either to the business interests or to the reputation of either Owner or Agent, then Agent may, immediately with or without notice: (1) disburse the entire amount of the Tenant Security Deposit to Owner and (2) disclose all of Owner's address(es), telephone number(s), and email address(es) to tenants for the purpose of tenants contacting Owner directly. In such an event, Owner agrees to indemnify Agent from all costs and attorney's fees related to any and all claims and actions that may be brought by tenants against Agent arising out of or in any way related to the Tenant Security Deposits.

10. **TRUST ACCOUNT INTEREST:** Agent may, in Agent's discretion, place gross receipts and collections, including Tenant Security Deposits, in an interest bearing trust account in the name of Agent in an insured bank or savings and loan association in North Carolina. Interest on any such amounts shall belong to Agent, except that with respect to any Tenant Security Deposits, tenant leases shall specify, in Agent's discretion, whether such interest shall be payable to Owner or to the tenant. If the lease provides that such interest is payable to the tenant, Agent shall account for the interest in the manner set forth in such lease. If the lease provides that such interest is payable to Owner or as Owner directs, then such interest shall be paid to Owner or Agent as set forth above. Agent may remove any interest payable to Agent from the account at all times and with such frequency as is permitted under the terms of the account and as the law may require.

11. **SERVICE ANIMALS:** Owner acknowledges and understands that whether or not pets are allowed in the Property, a person with a disability has the legal right to be accompanied by a service/assistance animal in the Property, that no pet fee or pet rent may be charged to such person, and that such person would be liable for any damage done by the service/assistance animal to the Property.
12. **ENTRY BY OWNER:** Owner agrees that neither Owner nor any third party acting at Owner's discretion, shall enter the Property for any purpose whatsoever during any time that it is occupied by a tenant in the absence of reasonable notice to Agent or tenant and scheduling by Agent or tenant of an appropriate time for such entry.
13. **LEAD-BASED PAINT; HAZARD DISCLOSURE:** If the Property was built prior to 1978, Owner understands that Owner is required under 42 U.S.C 4852(d) to disclose information about lead based paint and lead based paint hazards, and that Agent is required to ensure Owner's compliance with said law. Owner agrees to complete and sign a "Disclosure of Information On Lead Based Paint and Lead Based Paint Hazards", a copy of which will be provided by Agent to prospective tenants. In the alternative, Owner authorizes Agent, in Agent's discretion, to fulfill Owner's disclosure obligations by completing and signing said form on Owner's behalf based on information provided by Owner to Agent.
14. **USE OF TENANT PERSONAL INFORMATION; INDEMNIFICATION:** As part of its receipt of a rental application from tenant, Agent may receive and maintain certain personal, non-public information ("PRIVATE INFORMATION") from tenant, and such private information may include, but is not limited to, the tenant's birth date, social security number, driver's license number, banking account information, employment information, prior addresses, and contact information regarding tenant's family members. Owner understands and agrees the need for such private information to be kept in the strictest of confidence; as such, Owner agrees that Owner shall never ask Agent to disclose such private information to the Owner or to any third party without the express, written consent of the tenant, though upon Owner's written request, Agent agrees to provide such private information to Owner's attorney relating to a pending lawsuit, or to Owner's licensed collections company, if any. Notwithstanding the foregoing, Owner agrees that Agent shall not, under any circumstances, provide Owner or any other party with a copy of any background report or credit report absent a subpoena or similar court order compelling the production of such documents. In consideration of Agent's disclosure of any such private information to either Owner's attorney or Owner's licensed collection company, Owner agrees to indemnify and hold Agent harmless from any and all claims that may arise from Owner's use or misuse of such private information.
15. **NON-VERIFICATION OF TENANT INSURANCE:** Should Owner require the tenant to obtain insurance coverage of any kind pursuant to a lease or addendum, Owner specifically agrees that Agent shall not, under any circumstances, be required to confirm the existence of such coverage or to verify the form, type, or amount of any coverage. Owner understands and agrees that any verification of insurance shall be performed by Owner personally (or via some other person acting on Owner's behalf, other than Agent) and that Owner shall never request Agent to perform such verifications on Owner's behalf.
16. **TERMINATION:** This Agreement may be terminated by either Owner or Agent, with or without cause, upon thirty (30) days written notice by either party to the other. Any notice provided herein must be delivered at least thirty (30) days prior to the end of any monthly term so that the effective date is the last day of any particular month.
17. **DUTIES ON TERMINATION:** Upon termination of this Agreement by either party, each shall take such steps as are necessary to settle all accounts between them, including, but not limited to, the following:
 - a. Agent shall promptly render to Owner all rents then on hand after having deducted there from any Agent's fees then due and amounts sufficient to cover all other outstanding expenditures of Agent incurred in connection with operating the Property;
 - b. Agent shall transfer any security deposits held by Agent to Owner or such other person or entity as Owner may designate in writing; provided, Owner understands and acknowledges that the Tenant Security Deposit Act requires Owner to either deposit any such deposits in a trust account with a licensed and insured bank or savings institution located in North Carolina, or furnish a bond from an insurance company licensed to do business in North Carolina; and provided further, Owner shall be responsible for any out-of-pocket transfer costs incurred by Agent;
 - c. Owner shall promptly pay to Agent any fees or amounts due the Agent under the Agreement or any current rental agreement and shall reimburse Agent for any expenditures made and outstanding at the time of termination;

- d. Agent shall deliver to Owner copies of all tenant lease and other instruments entered into on behalf of Owner (Agent may retain copies of such lease and instruments for Agent's records); and
 - e. Owner and Agent shall notify all current tenants of the termination of this Agreement and transfer of any advance rents and security deposits to Owner.
18. **SALE OF PROPERTY:** In the event Owner desires to sell the Property through Owner's own efforts or those of a firm other than Agent, Owner shall: (a) promptly notify Agent that the Property is for sale and, if applicable, disclose to Agent the name of the listing firm; and (b) promptly notify Agent if the Property goes under contract and disclose to Agent the agreed-upon closing date.
19. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement contains the entire agreement of the parties and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto.
20. **NON-WAIVER OF DEFAULT:** The failure of either party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.
21. **GOVERNING LAW; VENUE:** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.
22. **RELATIONSHIP OF PARTIES:** Although Owner and Agent agree that they will actively and materially participate with each other on a regular basis in fulfilling their respective obligations hereunder, the parties intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind. In the event that Owner either fails to act or requests for Agent to take any action, and where the Owner's requested action or the Owner's failure to act may, in Agent's sole opinion, either cause injury to Owner's and/or Agent's interests or reputation or may in any way violate the spirit or letter of any law or regulation or contract, Agent shall have the right to terminate this Agreement with seven days' notice to Owner, and such notice may be in written, oral, or electronic (email, etc.) forms at Agent's sole discretion.
23. **EXCLUSIVITY:** Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction there from any fee due Agent hereunder.
24. **DEFAULT:** If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within seven days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured. Notwithstanding the foregoing, Agent shall have the right to terminate this Agreement immediately on written notice in the event Owner seeks bankruptcy protection, or the Property becomes subject to a foreclosure proceeding, or Owner fails to promptly pay for any costs associated with Owner's obligation under NC General Statutes Section 42-42 or to advance to Agent such sums as may be necessary to pay such costs.
25. **MEDIATION:** If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure, including, but not limited to, complaint filed with North Carolina Real Estate Commission. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the costs equally. Nothing in this paragraph shall limit the right to the Agent to terminate this Agreement with seven days' notice or pursuant to any other termination provision as provided in this Agreement.
26. **COSTS IN EVENT OF DEFAULT:** If legal proceedings are brought by a part to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

27. **USE OF ELECTRONIC MEANS; NOTICE:** The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted to any mailing address (via certified mail), e-mail address or fax number set forth in the signature section below. Either party may change the address to which any notice or documents should be sent by written notification to the other party in a manner permitted by this paragraph.
28. **BINDING NATURE OF AGREEMENT:** This Agreement shall be binding upon and inure to the benefit of the heirs, legal and personal representatives, successors and permitted assigns of the parties.
29. **ASSIGNMENTS BY AGENT; CHANGE OF OWNERSHIP:** Owner agrees that at any time during the terms of this Agreement, Agent may either assign Agent's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Agent's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Owner may, in addition to all other termination rights hereunder, terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Owner's intent to terminate this Agreement.
30. **OTHER PROFESSIONAL SERVICES:** Owner acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense, including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Owner, Owner agrees that Agent shall incur no liability or responsibility in connection therewith and that the Owner shall pay all expenses and fees associated with the procurement of any such services.
31. **MORTGAGES, TAXES, MOLD & DUES CERTIFICATION:** By signing this Agreement, Owner represents that all mortgages, taxes, and homeowner's association dues are current and in good standing at the inception of this Agreement, and Owner also represents that there are no known mold or potential habitability issues or disputes present on the Property, and Owner shall ensure that all mortgages, taxes, and homeowner's association dues are paid when due so as not to allow them to become delinquent. In the event that Agent discovers (prior to the Owner providing notice to Agent) that Owner's representation(s) regarding either mold or potential habitability issues or claims or regarding the good-standing of any mortgages, taxes, and homeowner's association dues are false, or that any of the above have otherwise become delinquent or if the property is in foreclosure, Owner understands and agrees that such misrepresentations or delinquency or foreclosure shall constitute Owner's immediate and instant default of the Management Agreement. In such an event, and notwithstanding any contrary provision in the Agreement, Owner agrees that: (1) Agent may immediately (same day) terminate this Agreement with notice (said notice may be oral, in writing, or electronic [email]), and where any provision of the Agreement conflicts in terms of providing a minimum notice provision, this subsection shall control; (2) Agent may transfer any Tenant Security Deposits to the Owner and in such an event, shall notify Tenant of such transfer; (3) Agent is released from any and all duties it may have under the Agreement, including but not limited to any fiduciary duties mandated by either common law, statutory law, or any government regulation; and (4) Owner shall indemnify Agent and hold it harmless from any and all claims arising from any source relating to the Property, including but not limited to any claim brought by current or former tenants, governmental entities, or banking institutions.
32. **SPECIAL CONDITIONS:** _____

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

This Agreement shall be binding upon the parties hereto, their respective representatives, heirs, administrators, executors, successors and assigns.

Agreed:

Owner or Owner's Representative (Date)
Printed Name: _____
Address: _____

Home Phone: _____
Cell Phone: _____
Work Phone: _____
E-mail: _____

Owner or Owner's Representative (Date)
Printed Name: _____
Address: _____

Home Phone: _____
Cell Phone: _____
Work Phone: _____
E-mail: _____

Big Dog Property Management, Inc.

By: _____
Rodney McNabb, President (Date)

1780 Heritage Center Dr., Ste 104 Wake Forest, NC 27587 Phone: (919) 694-6400 Fax: (866) 579-8452
E-mail: Info@BigDogPM.com

Owner Initials: _____

Agent Initials: _____

Rev. 2016-01-01

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the Property. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

1. Presence of lead-based paint and/or lead-based paint hazards (check (a) or (b) below):

(a) ☐ Known lead-based paint and/or lead-based paint hazards are present in the Property (explain). _____

(b) ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the Landlord (check (a) or (b) below):

(a) ☐ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents). _____

(b) ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

☐ Tenant has received copies of all information listed above.

☐ Tenant has received the pamphlet *'Protect Your Family from Lead in Your Home'*.

Agent's Acknowledgment (initial)

☐ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The following parties have review the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

LANDLORD(S) _____ (SEAL) _____
(Date)

_____ (SEAL) _____
(Date)

AGENT _____ (SEAL) _____
(Date)

TENANT(S): _____ (SEAL) _____
(Date)

_____ (SEAL) _____
(Date)

_____ (SEAL) _____
(Date)

_____ (SEAL) _____
(Date)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at 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 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 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, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

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

⁴ 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 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.