

Realty Masters Exclusive Property Management Agreement

1. **PARTIES:** This agreement is between _____, the owner or legally appointed representative of the owner of the premises, hereafter called LANDLORD, and ALLSAINTS REAL ESTATE, INC. D/B/A REALTY MASTERS, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns as its EXCLUSIVE AGENT to rent, lease, operate, control, and manage the property described below. LANDLORD affirms that LANDLORD is the exclusive owner of the premises and all co-owners shall sign this agreement. The LANDLORD hereby affirms that the premises is not currently for sale and agrees to sign a Solvency Statement. LANDLORD warrants that the unit to be managed is a legal rental unit and that rental of same will not be in violation of any rules, laws, or ordinances. The Property Information Sheet is attached to and made a part of this agreement.
2. WAS UNIT BUILT PRIOR TO 1978? **YES** or **NO** (circle one).
3. **PROPERTY ADDRESS:**
CITY _____, STATE FL, ZIP _____ COUNTY _____.
4. The property includes the entire premises in full, UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, or rooms are specifically excluded by LANDLORD in writing.
5. **EXCLUDED AMENITIES:** Any appliances, hot tubs, grills, or amenities that the landlord shall not be responsible for maintaining must be disclosed to Broker by Landlord in writing.
6. **TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, entity changes, estate, and assigns, and shall remain in full force and effect until termination pursuant to the terms of this paragraph. If the premises are sold, BROKER agrees to notify Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. The term shall begin on the ____ day of _____, ____ and will be in effect for one year and will automatically renew for successive one year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate.
7. **FUTURE CHANGES IN TERMS:** From time to time we may make changes to this agreement. We will do that by specific written notice of the change. If you let us know that you do not agree we will not impose the change until your property management agreement renews. If you do not reject the change within 30 days of the notice to you, we will assume that you agree and the change will be incorporated by reference into your agreement.
8. **TERMINATION BY LANDLORD:** Termination is effective when written notice of termination is actually, physically received by BROKER, BY CERTIFIED MAIL. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the TENANT(S) placed on the property by BROKER shall remain in the unit. In the event this agreement is terminated by LANDLORD, the BROKER'S rights provided for in this agreement shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. An additional cancellation fee of \$25 will be charged to LANDLORD should LANDLORD terminate this agreement for any reason. In the event that BROKER has not procured a TENANT within 60 days of the property being fully available for rent, LANDLORD may terminate this Agreement with no penalty.
9. **TERMINATION BY BROKER:** BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or immediately with written or verbal notice if the property is vacant or in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions violate the terms of this management agreement or are illegal, improper, jeopardize the safety or welfare of any TENANT(S) or other persons, interfere with this management agreement, code violations occur on the property, a foreclosure action is filed against the LANDLORD, or LANDLORD is delinquent in the payment of any taxes, fees, assessment, fees, bills, fines, or any other financial obligations related to the premises or the BROKER. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due, or monies owed BROKER if the TENANT(S) remains in the

property after such termination by BROKER. If termination occurs, LANDLORD shall immediately hire a Property Manager or provide BROKER with a Florida bank account for BROKER to transfer any deposits held on behalf of the TENANT.

10. **DEPOSITS:** According to Florida law, deposit money and advanced rent must be held in a Florida Banking institution. If LANDLORD is holding these funds, LANDLORD shall comply with Florida law as to the manner in which the funds are held and will comply with the law pertaining to the disposition of the deposits when the Tenant vacates holding BROKER harmless for LANDLORD's failing to comply with Florida law and indemnifying BROKER if TENANT institutes any litigation regarding the deposits against BROKER.
11. **RENT AMOUNT:** BROKER will use his best efforts to lease or rent with the following terms: Unless otherwise modified in writing, Rental Rates will be the current market rate as determined in the sole judgment of BROKER but no less than \$ _____ base rent per month unless LANDLORD agrees to a reduced amount in writing.
12. **SECURITY DEPOSIT REQUIRED:** in the amount of \$ _____.
13. Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold BROKER harmless for any failure to secure TENANT(S) for the LANDLORD and any cancellation by the TENANT(S) and/or failure to collect any rents or monies due from the TENANT(S) for any reason. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything.
14. **INSURANCE/FEES/TAXES/CHARGES:** LANDLORD shall pay directly any condominium association or homeowners' association maintenance fees, taxes, insurance, mortgages, assessments, and other charges. BROKER IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF LANDLORD UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declarations page. LANDLORD MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, it's employees, agents, and assigns, from any and all claims, suits, damages, costs, losses, and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises unless due to BROKER'S negligence. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage LANDLORD agrees and consents that BROKER, and its principals and employees, shall be listed as additional insureds on any and all of the LANDLORDS General Liability and Umbrella and Excess Liability policies. The parties to this Agreement agree that any work or services contemplated herein will not commence until LANDLORD provides BROKER with an original certificate of insurance evidencing BROKER as an additional insured under the LANDLORDS insurance policies. LANDLORD agrees and understands that "Renters Insurance" is primarily for the TENANT'S personal property NOT the premises or injury to persons on the property or damage to LANDLORDS property.
15. LANDLORD agrees to hold BROKER harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain renter's insurance coverage.
16. **DOGS:** LANDLORD affirms that dogs **ARE or ARE NOT (circle one)** covered by the LANDLORD'S liability insurance. LANDLORD is responsible for verifying this with their insurance agent. LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.
17. **UTILITIES:** If allowed by law and unless otherwise agreed to by the parties, TENANT(S) are required to have telephone service, cable, electric service, water service, and all other utilities in their own name. In any lease where the TENANT(S) shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify

BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. Florida law specifically prohibits the direct or indirect termination of utilities and utilities are defined broadly. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by TENANT(S). At the request of BROKER, LANDLORD may be required to have water and electric service turned on if the premises are not occupied. This is to allow for proper showings, maintain the property and protect the pool if applicable. LANDLORD has agreed that it has disclosed in writing any issues regarding utilities, including water quality problems.

18. **FUNDS:** Any monies collected or received by BROKER will be held in BROKER's bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER for administrative services. BROKER shall remit payments to LANDLORD only after funds paid by TENANT have completely cleared BROKER'S bank account. This is usually 5-7 days after funds are deposited.
19. **CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation fees, liens, deposits, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify BROKER for payment of same. In the event the TENANT(S) fails to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments imposed by the homeowners' association or condominium association. BROKER will make its best efforts to legally force TENANT to comply with the Rules and Regulations. If a condominium association or homeowners' association requires approval of the TENANT and this approval is not granted or is delayed by the Association, BROKER shall not place the TENANT in the property. In the event LANDLORD receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation change, LANDLORD shall immediately forward such correspondence to BROKER and confirm receipt by BROKER.
20. **FURNISHINGS/WARRANTIES:** The LANDLORD shall deliver a copy of the furnishings inventory if furnished. It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER any Service Contracts or Warranties that exist. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide 3 full sets of keys , 2 mailbox keys and at least one gate opener or garage door opener if applicable to the BROKER. In unfurnished units, LANDLORD will provide basic window treatments and their hardware or authorize BROKER to purchase and install same. Screens on all windows are required by Florida law and all windows must be operational. If TENANT demands screens or window repairs, LANDLORD agrees that BROKER is authorized to purchase screens and/or make window repairs or replacements at LANDLORD'S expense.
21. **LANDSCAPING:** Even if TENANT is responsible in the lease agreement for landscaping, LANDLORD understands and agrees that drought, pests and TENANT neglect is common and it is extremely difficult to expect the TENANT to maintain the landscaping as would the LANDLORD. LANDLORD is urged to have professional lawn/landscaping service and holds BROKER harmless for the TENANT'S failure to properly maintain the landscaping.
22. **REKEYING:** BROKER is given the authority to Re-Key the outside access doors at the discretion of BROKER at LANDLORD' expense.
23. **LOCK BOXES:** BROKER may utilize a lock box to access the premises. Lockboxes are used to allow easy fast access to show the premises to a prospective TENANT. If a lockbox is authorized, LANDLORD shall hold BROKER harmless for any claims, vandalism or theft arising out of the lockbox misuse by a criminal.
24. **VACANT UNITS:** Vacant units are increasingly subject to vandalism, squatters, theft and damage to air conditioning compressors. BROKER shall check and/or show vacant units at least once per month. Under no circumstances will BROKER be held liable for any loss or damage to the vacant premises. LANDLORD is aware that often homeowner's insurance does not cover vacant properties and should consult their insurance agent.

25. **LEASE SIGNING:** BROKER or BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASE(S) and a Specific Power of Attorney is attached. OR LANDLORD SHALL PROMPTLY SIGN ALL LEASE(S).
26. **CREDIT REPORTS:** Due to laws which affect disclosure of private and credit information, LANDLORD shall not be provided with the TENANT'S credit report and/or application unless specifically authorized in writing by the TENANT(S) and the provider of the credit report.
27. **TENANT'S SECURITY DEPOSIT, DAMAGES or MISSING ITEMS:** BROKER is not responsible for damages to the premises under any circumstance or for items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of TENANT(S) or their guests. In the event TENANT(S) damage the premises or owe any monies to the LANDLORD, BROKER is given the EXCLUSIVE authority to determine in its professional judgment the amounts due, charge the TENANT(S) accordingly as per Florida Statutes 83.49 and/or settle with the TENANT(S). BROKER is given the power to make claims upon the security deposit on behalf of LANDLORD and BROKER shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to BROKER. LANDLORD understand and agrees that the Security Deposit belongs in full to the TENANT(S) unless a claim is made upon the Security Deposit AND BROKER is hereby granted the sole authority to make claims as BROKER deems appropriate. LANDLORD shall not interfere with this process and shall accept BROKER'S claim if any on the Security Deposit.
28. **LANDLORD HELD DEPOSIT:** If LANDLORD is holding the deposit, BROKER shall have no responsibility for making any claims on the deposits and LANDLORD shall be responsible for complying with all Florida Statutes, including all procedures, forms, and time limits imposed therein. BROKER shall provide LANDLORD with a copy of Florida Statutes §83.49 upon request, or LANDLORD may obtain a full copy of the Florida Residential Landlord and Tenant Act for free by visiting: www.flsenate.gov.
29. **POOLS:** LANDLORD shall maintain a professional, licensed, bonded, pool service on the pool (if one exists) at LANDLORD'S expense. If the property is vacant or the lease requires the TENANT to maintain this service and the TENANT fails to do so, TENANT shall be in breach of the lease agreement and BROKER may hire a pool service at LANDLORD'S expense to avoid damage to the pool. Fair Housing laws prohibit us from requiring a TENANT to sign any type of liability waiver or from denying families with children the right to rent due to the pool. If you have a pool, we recommend that you raise your insurance coverage as the cost to raise it is minimal.
30. **HURRICANES, TROPICAL STORMS, FREEZES, ACTS OF GOD:** BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of God including but not limited to floods, fires, tropical storms, hurricanes, tornados, or sinkholes, unless agreed to in writing between BROKER and LANDLORD, regardless of the presence of hurricane shutters or similar devices on the premises. In the event of a disaster, extreme weather event or Act of God including but not limited to a hurricane, tropical storm, flood, tornado freeze, sinkhole or other disaster, extreme weather event or Act of God, BROKER shall charge \$30.00 for each trip to the property subject of this Agreement to assess damage and address any needed repairs caused by such disaster, extreme weather event or Act of God. BROKER, in its discretion, shall determine what is a disaster, extreme weather event, or Act of God for the purposes of this additional charge.
31. **BROKER'S AUTHORITY:** BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to conduct a background check on the TENANT(S), to screen and approve or disapprove prospective TENANT(S), to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing. If an applicant does not meet BROKER's rental criteria and BROKER feels that LANDLORD may wish to override BROKER'S judgment, LANDLORD may be given the opportunity to approve applicant based upon the information that BROKER supplies LANDLORD. BROKER is given the Exclusive Right to deliver, on LANDLORD's behalf, any default notices to TENANT(S) as may be necessary. Any legal notices or

institution of eviction or damage proceedings against TENANT(S), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an eviction attorney to perform the eviction, or if it is a simple eviction for nonpayment of rent, BROKER at BROKER'S sole discretion, may file on behalf of LANDLORD conditioned upon LANDLORD executing a letter specifying the person who will be filing on LANDLORD'S behalf and that such person has authority to do so. BROKER does not practice law. Costs and Attorneys Fees to evict TENANT(S) or otherwise will be paid by LANDLORD in advance and when due and LANDLORD agrees to hold BROKER harmless for same. In the event TENANT(S) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. BROKER is not a debt collector and shall be under no obligation to collect monies owed and/or file a civil suit against a TENANT for monies owed when TENANT vacates.

32. **ADVERTISING:** BROKER uses many methods to advertise the property for rent and LANDLORD gives BROKER the authority to use all legal means of advertising at the choosing of BROKER at BROKER'S expense. In the event special advertising is desired by LANDLORD or necessary in the opinion of BROKER, LANDLORD may be presented with additional forms and means of advertising and if LANDLORD chooses, these methods can be used at LANDLORD'S expense. BROKER is not under any obligation to advertise the specific property being managed but may choose to do so.
33. **REPAIRS AND MAINTENANCE:** BROKER is given the right to spend at BROKER'S discretion and without the necessity of permission by OR notification to the LANDLORD, an amount not to exceed \$300.00 in any 30 day period during this agreement to purchase items, cleaning, make repairs, and pay for same out of LANDLORD's funds, and, if inadequate, LANDLORD shall be billed for the difference OR the funds may be retained from the rent payment held or received and not yet disbursed to LANDLORD. After the TENANT vacates and funds become available for use from the TENANT'S security deposit, BROKER is given the right to spend up to the full amount of the monies claimed from the TENANT'S security deposit PLUS the aforementioned amount to purchase items, for cleaning, to make repairs, pay for repairs, and, if inadequate, LANDLORD shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range, plumbing, or any other repair the BROKER deems an emergency and or necessary in BROKER's sole judgment for the safety of the TENANT(S) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit and LANDLORD agrees to be responsible for the sums expended.
34. **REPAIR ACCOUNT:** In order to maintain the Repair Account, LANDLORD will provide broker with \$400.00 and if this account falls below this amount, BROKER may replenish it from the rents held or received. In the event repairs are made and funds are not sufficient, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to LANDLORD. BROKER will arrange for all repairs, inspections, maintenance, and cleanings, unless LANDLORD has notified BROKER in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, and LANDLORD makes arrangements with the third-party directly. LANDLORD agrees that they shall pay any such third-party directly, and shall indemnify and hold BROKER harmless for payment of same or for said vendors failure to abide by state, local, or federal law, or in the event of pre-1978 properties, the failure of such vendor to be certified under the Federal Renovation, Repair, and Painting (RRP) Lead Paint Rules. At BROKER'S option, if there are not sufficient funds to make a repair, BROKER can require payment by LANDLORD prior to making the repairs and shall hold BROKER harmless for any delay or failure to make a repair if the funds are not available. If BROKER determines that any repairs under a home warranty are not getting done on a reasonable and timely basis, BROKER reserves the right to override the warranty repair at your costs and have the service done by a vendor not associated with the home warranty service. This includes but is not limited to repairs and replacements to the A/C and heating systems and water heater repair or replacement.
35. **MANAGEMENT FEES, OTHER FEES AND COMMISSIONS:** BROKER shall be entitled to a commission from all rent monies collected from the TENANT, or retained from the security deposit or last month's rent, if owed by the TENANT upon vacating, and shall retain any charges deemed "additional rent" or fees in the lease agreement

including but not limited to renewal fees, application fees, nonrefundable pet fees minus any pet damages and late fees/charges. All Late charges or fees owed by any TENANT(S) shall be collected at the discretion of the BROKER and BROKER shall retain any such charges, fees and late fees even though they may be defined as "additional rent" in the lease agreement which allows these sums to be placed on a Three Day Notice. All fees or commissions are due to the BROKER whether BROKER procures TENANT or LANDLORD procures tenant, unless otherwise agreed to in writing. If there are accumulated late charges at the end of the tenancy, BROKER may at its discretion retain these funds from the security deposit, first applying security deposit funds to damages or amounts due the LANDLORD and then applying accumulated late charges to the deposit and retaining same. In the event LANDLORD requests the BROKER to perform any service(s) the BROKER determines to not be covered under this Agreement, BROKER shall charge and LANDLORD agrees to pay a fee in the amount of \$25.00 per hour for such service.

36. **PROCUREMENT FEE:** LANDLORD agrees to pay BROKER a one-time TENANT procurement fee of **50% of first month's rent** upon each new lease agreement and TENANT taking possession for account set up, marketing, processing, signage and other fees.
37. **MANAGEMENT COMMISSION:** BROKER shall be entitled to a commission of _____ rents or money paid by the TENANT or any party each month or in the event of a full or partial buy out of the lease by the TENANT. If TENANT prepays rent in advance, such rent must be held in escrow and will be distributed to LANDLORD minus the commission and any money owed by LANDLORD each month when it becomes due.
38. **MANAGEMENT COMMISSION IN THE EVENT OF LANDLORD DEFAULT:** Unless otherwise agreed to in writing between LANDLORD and BROKER, in the event LANDLORD is in default in the payment of any mortgage, vendor bill, fee, taxes, assessments, insurance payment(s), homeowners' association or condominium association fees, dues, or any other amount(s) due to a third party related to the premises, or if the TENANT is served with a Notice of Lis Pendens, or any demand is made by a mortgage holder, servicer, homeowners' association or condominium association, and the BROKER is continuing to manage the property, the management commission shall immediately change to a commission of **15%** of rents or money paid by the TENANT or any party each month or in the event of a full or partial buy out of the lease by the TENANT PLUS LANDLORD shall owe any additional fees as outlined in FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS paragraph below.
39. **LEASE RENEWAL FEE:** LANDLORD agrees to pay BROKER a lease renewal fee of 20% of the rent in lieu of the normal management fee the month the lease agreement is renewed with the same TENANT or TENANTS or the lease is assigned by TENANT or TENANTS with LANDLORD'S permission.
40. **VACANCIES, EXTENSIONS, AND RENEWALS:** LANDLORD agrees to pay BROKER according to the above schedule during the TENANT(S) occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.
41. **PROCEEDS:** BROKER shall send LANDLORD the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses provided for in this agreement when monies have cleared the BROKER'S bank (usually 5 – 7 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks). In the event a prospective TENANT places a good faith or holding deposit with BROKER and fails to take possession, said deposit shall be retained by BROKER. In order to minimize legal disputes and liability for both the LANDLORD and the BROKER, **BROKER retains the SOLE AND EXCLUSIVE RIGHT to refund ANY deposits in full or part to an applicant or TENANT who has or has not signed a lease agreement upon the advice of BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same. THIS IS TO AVOID LITIGATION FOR THE LANDLORD AND THE BROKER.** BROKER may send LANDLORD proceeds by check, direct deposit, or ACH and also may send all statements by email to LANDLORD. LANDLORD shall provide BROKER with all necessary information for ACH deposits. If BROKER has sent proceeds to LANDLORD and the TENANT'S payment is not honored, LANDLORD shall immediately refund such payment to BROKER, upon demand.
42. **NOTICES:** All notices to LANDLORD that are required by this agreement shall be given by email unless LANDLORD does not provide BROKER with an email address or unless LANDLORD gives BROKER written

notice not to serve notice by email, in which case all notices to LANDLORD shall be given by regular U.S. mail. Owner agrees to accept substitute 1099 Forms for annual reporting to the IRS. All notices to BROKER that are required by this agreement shall be in writing and mailed certified, return-receipt requested to BROKER'S address, and deemed delivered upon actual, physical receipt thereof, not date of mailing. In certain instances BROKER may request communication by email, mail or fax and if so, such communication shall be sufficient.

43. **ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS:** TENANT(S) are increasingly suing property owners and brokers for environmental hazards, including but not limited to mold, defective drywall, mildew, smoke odors, allergens, and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to BROKER'S actions. In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs, or any other environmental issue, LANDLORD agrees to pay for an inspection by a certified inspector to help defend LANDLORD and BROKER from claims made by the TENANT. Such inspection will not be performed unless the LANDLORD has first been notified and has authorized the inspection.
44. **PRE-1978 PROPERTIES:** Federal Environmental Protection Agency rules require BROKER to provide the TENANT with a Lead Based Paint Disclosure and a booklet entitled, PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. New laws taking effect in 2011 require almost all workers on pre-1978 homes to be certified under the Federal Renovation, Repair, and Painting (RRP) Lead Paint Rules. LANDLORD shall not authorize any friends, vendors, or handymen, or ask us to use any persons, that are not certified to make repairs on LANDLORD'S home. LANDLORD grants BROKER permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.
45. **LANDLORD CONTACT WITH TENANT(S):** LANDLORD agrees and understands that if LANDLORD has any contact with the TENANT(S) in person, by mail, by phone, or otherwise, then in the event of a legal dispute that results in litigation, the chances become extremely high that the LANDLORD will have to testify in person in court. BROKER strongly urges that all contact with TENANT(S) be made by and through BROKER. LANDLORD agrees that contact with the TENANT(S) may be grounds for BROKER terminating this agreement and continuing to hold LANDLORD liable for all commissions due.
46. **COLLECTIONS AND SMALL CLAIMS COURT CASES:** BROKER is not an attorney or licensed debt collector, and shall not engage in any collection activity, including but not limited to Small Claims Court cases or placing the account with a collection agency for LANDLORD for monies that may be owed by TENANT after TENANT vacates, or for taking any collection action with respect to checks or money orders received from TENANT that have been returned unpaid due to insufficient funds, a closed account, or a stop-payment order. LANDLORD may hire a collection agency or attorney of their choosing.
47. **LITIGATION:** In any litigation between the parties to this agreement that is based on, arises out of, or is in any way related to this agreement, the transaction described herein, or the relationship between the parties as a result of this agreement (referred to herein as "Litigation"), the following provisions shall apply:
 - a. **Limitation of Liability (Contractual Economic Loss Rule):** LANDLORD and BROKER agree that in any Litigation, neither party shall be liable for any special, indirect, incidental, or consequential damages or any economic damages of any kind that arise in tort; the parties understanding and agreeing that only contract damages shall be recoverable in any claim.
 - b. **Venue:** In any Litigation, the parties agree that such Litigation shall be brought only in Escambia County, Florida if in state court or in the Northern District of Florida if in federal court.
 - c. **JURY TRIAL WAIVER: THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO A JURY TRIAL AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION, THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A JURY TRIAL.** _____

(INITIAL).

d. **CLASS ACTION WAIVER: THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO BE PARTY TO A CLASS ACTION OR REPRESENTATIVE ACTION AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION, AND TO THE EXTENT ALLOWED BY LAW, THE PARTIES EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. THE PARTY'S ACKNOWLEDGE AND AGREE THAT ANY CLAIMS MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO BRING OR MAINTAIN ANY CLASS ACTION IN ANY FORUM. _____ (INITIAL).**

e. **Attorney Fee Provision:** The parties agree that in the event of any dispute between them that is based on, arises out of, or is in any way related to this agreement, the transaction described herein, or the relationship between the parties as a result of this agreement, and regardless of whether or not a lawsuit is filed, if either party is required to hire an attorney to enforce any of its rights under the terms of this agreement, it shall be entitled to recover its reasonable attorneys' fees and costs from the other party, including appellate attorneys' fees and costs.

48. **SEVERABILITY:** The invalidity or unenforceability of any provisions of this Agreement, for any reason, shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal, or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term or provision.

49. **LEGAL SERVICES PROGRAM:** Chesser & Barr, P.A. is a law firm that regularly handles landlord-tenant matters and that has a Property Management Legal Services Program, of which BROKER is a member. The firm represents BROKER in matters which benefit both BROKER and LANDLORD. The LANDLORD will be billed \$48.00 per year per unit, payable by LANDLORD to BROKER in installments of \$4.00 per month per unit, for the cost of this program. If services in addition to preparing the lease and providing regular advice to BROKER are required, LANDLORD will contract those services directly with LANDLORD's attorney. LANDLORD will be responsible for payment for those services and will select the attorney of LANDLORD's choice.

50. **FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS:** In the event the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed, LANDLORD agrees that BROKER shall comply with any court order and/or at BROKERS discretion disburse rent monies to the requesting party based on advice of BROKER'S legal counsel. If any of the aforementioned occurs, LANDLORD gives BROKER the full right and authority to disburse the security deposit or advance rent held by BROKER to any party including the TENANT even if the TENANT is still residing on the premises or owes rent. If BROKER continues to manage the property and the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed LANDLORD agrees to pay an additional fee to BROKER each month of \$50.00.

51. **SALE OF PROPERTY:** If, during the term of this Agreement, BROKER procures a purchaser for the property who is acceptable to the OWNER, or a TENANT procured by BROKER purchases or enters into and exercises a lease option to purchase the property, OWNER agrees to pay BROKER a fee of 3% of the sales price of the property at closing. If a purchaser is procured by the OWNER resulting in a cancellation of this Agreement, BROKER shall be

entitled to the management fees for the remainder of the existing lease.

52. **FACSIMILE SIGNATURES:** THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC SIGNATURE OR BY FACSIMILE AND EXECUTION METHOD SHALL BE LEGALLY BINDING

53. *****IMPORTANT FAIR HOUSING NOTICE ***** IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWS AND ANY STATE OR LOCAL LAWS OR ORDINANCES, **Please do not ask or expect us to place any restrictions** on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin, familial status or service member status. FEDERAL, STATE AND/OR LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or illegally discriminating in any way.

54. See additional addendums: **Please check all that apply.** The terms of any of the below additional stipulations/addendums that are checked are incorporated into and made a part of this property management agreement.

- New Property/Homeowners Disclosure Initial _____
- ACH Form for direct deposit Initial _____
- Homeowners Insurance Authorization Initial _____
- Privacy Policy Notice Initial _____
- Solvency & Escrow Disbursement Initial _____
- W-9 for IRS Initial _____
- Specific Power of Attorney Initial _____
- Lead Based Paint Statement Initial _____

Accepted by Broker _____ Date _____

EXECUTED this _____ day of _____, _____

Owner Signature

Owner Signature

Printed Name

Printed Name

Last four of S.S. # Date of Birth

Last four of S.S.# Date of Birth

MailingAddress: _____

Cell Phone: _____ Cell 2: _____

Email _____ Preferred Method of Contact: _____

Emergency Contact: _____ Contact Info: _____

Monthly rental:\$ _____ Security deposit:\$ _____ Pet fee:\$ 250 nonrefundable goes to owner at move in_

Pets allowed: Yes No On Approval. Pet notes: _____

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Authorization to Add Property Management as Additional insured

Date _____

Insurance Company _____

Phone: _____ Policy# _____ Amount of coverage: _____

Insurance Agent Name: _____

To Whom It May Concern,

I have hired "Realty Masters of Florida" to manage the following rental property:

Address _____

Current Policy Number _____

Please add "Realty Masters of Florida" to the above referenced policy as "Additional Insured" for the purpose of liability only. This will remain in effect until I cancel this request in writing. I, the undersigned, understand I still bear responsibly for all insurance payments and maintaining the policy.

Please send the insurance policy and the endorsement to Realty Masters at:

4400 Bayou Blvd, Ste 58B, Pensacola, FL 32503

OR BY EMAIL TO: info@pensacolarealtymasters.com

Phone 850-473-3983 / Fax 850-473-3975

Owner Signature _____

Date _____

Owner Printed Name _____

Owner 2 Signature _____

Date _____

Owner 2 Printed Name _____

SCHEDULE H - ACH AUTHORIZATION FORM

Customer Information- To Receive Automatic Deposit Into Your Bank Account.

Name: _____

SSN: _____

I hereby authorize: All Saints Real Estate DBA Realty Masters

To initiate: debit/ drafts credits/ payments

To my: checking account savings account

I understand that, if necessary, an adjusting debit or credit may be made to correct an error. I also authorize the financial institution named below to credit and/or debit my account for the correcting entries. I duly certify that I am an authorized signer of said account and have the right to enter into this agreement.

ACCOUNT INFORMATION

NAME OF BANK: _____

CITY / STATE: _____

BANK ROUTING NUMBER: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

This authority will remain in full force and effect until such time as Realty Masters has received written notification from me that the draft authorization has been revoked. It is further provided that the written notification of termination, by either party, shall be provided in such time and manner as to afford either party reasonable opportunity to act on it.

Signature of account owner

Date

Signature of account owner

Date

Copy returned to owner on _____ day of _____ 20____ By: _____ Personal delivery ___ Mail ___ Fax

Realty Masters New Property/ Homeowners Disclosure

To help our team better serve you and your investment property, please provide the following information:

Address of Home: _____ Beds _____ Baths _____

General Questions:

- **Have you ever lived in home?** Yes No How long? _____ Date Purchased _____
- **Is the home rented?** Yes No Rental rate _____ Contact Name/# _____
- **Pet Preferences** Yes No On Approval. Restrictions: _____
- **All locks keyed alike?** Yes No Notes: _____
- **Security System** Yes No Date active until? _____ Company: _____

Utility Provider & Average Monthly Cost:

- Power _____ Gas _____
- Water/ Sewer _____ Trash _____
- Comments: _____

Is there an HOA or Condo Association? Yes No *If yes, complete below and provide the covenants and restrictions. You are responsible for paying your HOA dues or providing the invoice for payment.*

- Contact name: _____ Phone / email: _____
- Are dues current? Yes No Did you update mailing address with HOA? Yes No
- Are utilities included in dues? Yes If yes, what is provided? _____
- Mailbox# _____ Parking # _____ Pool Code: _____ Gate: _____ Other: _____

Is there an Home Warranty? Yes No *If yes, complete below and provide the entire warranty plan.*

- Company: _____ Date of Expiration: _____
- Plan # _____ Do you plan to renew? Yes No

Is there a Termite Bond or Pest Control Policy? Yes No *If yes, complete below.*

- Company: _____ Date of Expiration: _____
- Plan # _____ Do you plan to renew? Yes No
- Details: _____

Interior Components:

- **Type of Plumbing** Sewer Septic Comments: _____
- **Number of Smoke Detectors** _____ **Number of CO Detectors** _____
- **Type of Water Heater** Gas Electric Age: _____ Comments: _____
- **Heating** Gas Electric **Cooling** Window Central Comments: _____
- **What is age of HVAC System?** Inside _____ Outside _____
- **Appliances included** Fridge Icemaker Dishwasher Range Microwave Washer & Dryer
- **Special instructions for appliances** _____
- **What is age of water heater?** Date & Comments: _____
- **Have A/C Ducts been cleaned?** Yes No Date & Comments: _____
- **Is there a fireplace?** No Gas Wood burning Comments: _____

- **Has fireplace been inspected or cleaned?** Yes No Date & Comments: _____

Exterior Amenities:

- **Have you replaced the roof?** Yes No Roof last replaced: _____
- **Is there a garage?** No 1 Car 2 Car **Automatic Opener?** Yes No **# of Remotes:** _____
- **Sprinkler System?** Yes No **Is there a timer?** Yes No Where? _____
- Special instructions for sprinkler _____
- **Is there a pool?** Yes No **Pool maintenance?** Yes No **Pool Company:** _____
- Special instructions for pool _____
- **Yard:** Fully Fenced Unfenced Partial **Rate Condition of Yard** _____
- **Storage Buiding?** Yes No Comments _____
- **Other** _____
- **Do you have Hurricane shutters?** Yes No Type: Metal Fabric Shield Plywood
- **Location of shutters:** _____ Are instructions included? Yes No
- **In case of Hurricane, is Realty Masters authorized to spend \$250 to secure home?** Yes No

Environmental and Property Concerns:

- **Has the property flooded?** Yes No Don't know
- **Is it in flood zone?** Yes No Don't know
- **Is Flood insurance required?** Yes No Don't know
- **Are you aware of any mold at the property?** Yes No Don't know
- **Have you ever had property treated for mold?** Yes No Don't know
- **Are you aware of any lead based paint?** Yes No Don't know
- **Are you aware of polybutylene plumbing at home?** Yes No Don't know
- **Are you aware of aluminum wiring?** Yes No Don't know
- If yes to any of the above, please explain: _____

Are you aware of any **outstanding maintenance problems** at home? Yes No

If yes, explain: _____

Any **preferred maintenance contractors?** Yes No *(Realty Masters may only pay licensed, insured, worker comp or workers comp exempt vendors but we can contact your preferred vendors to dispatch)*

I attest that the information I have provided is to be true and accurate. Dated _____

Landlord Signature _____ Landlord Signature _____

Privacy Notice

As your Real Estate Company, we have always protected your right to privacy. Like all providers of personal financial services, we are now required by law to inform our clients of our policies regarding privacy of client information.

Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to our affiliates or unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality financial services are very important to us.

Owner signature _____ Date _____

Owner signature _____ Date _____

Property Address/ Addresses: _____

**SOLVENCY STATEMENT AND OWNER ESCROW DISBURSEMENT
AGREEMENT IN THE EVENT OF FORECLOSURE FILING**

Date: _____

I/we _____ hereinafter "Owner" of the property located at _____ hereby state and affirm that all bills and money due on the premises are paid, current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes, mortgage payments, utilities, assessments, liens, condominium and/or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including but not limited to any amount which may be due or owing to providers of goods or services for the home.

Owner agrees that in the event any dispute arises between a tenant and the Owner or agent as a result of Owner's failure to make any payments relative to the premises, Owner agrees to completely indemnify and hold harmless broker, agent, property managers, their employees, and assigns hereinafter "Broker" for any and all damages or litigation which may arise out of Owner's actions or inactions. Owner understands that a tenant has a right to peaceful quiet enjoyment of the premises and if Owner fails to keep all payments current, a tenant may have a right to withhold rent, break the lease agreement or hold Owner or agent liable for any damages they suffer as a result or Owner's failure to keep all payments current.

Owner gives Broker full authority to cease the management of the premises and hold Owner liable for any damages or amounts due under the management agreement if Owner misrepresents any information or fails to abide by this agreement and keep all payments current.

**OWNER ESCROW DISBURSEMENT AGREEMENT IN THE EVENT OF
FORECLOSURE FILING**

OWNER hereby authorizes BROKER, MANAGER, AGENT, EMPLOYEES AND ASSIGNS, hereinafter "AGENT" to act on OWNER's behalf to disburse the Security Deposit and/or Advance Rent, if any, to OWNER, TENANT, MORTGAGE HOLDER, NEW OWNER, COURT, or ATTORNEY ESCROW ACCOUNT as AGENT deems appropriate in AGENT's sole discretion or upon the advice of legal counsel, if a foreclosure action is filed against the OWNER.

OWNER agrees to hold AGENT harmless for any financial loss, if any, which OWNER may incur due to AGENT's actions in disbursing the escrow funds, and OWNER agrees to make no claims on any escrow funds including but not limited to Security Deposit, Advance Rents, or any other funds held by Agent. OWNER understands and agrees that in the event of an escrow dispute, significant time and money may need to be spent in getting an Escrow Disbursement Order and/or filing an interpleader action, which will force OWNER and TENANT into a lawsuit to resolve conflicting demands upon a deposit. OWNER agrees that by signing this document, this may be avoided, and OWNER agrees NOT to make demands in any way upon the escrow funds.

OWNER

DATE

OWNER

DATE

SPECIFIC POWER OF ATTORNEY TO SIGN LEASE

Landlord/Owner(s), hereinafter Owner(s), hereby grants Broker or Broker's agent(s), **Realty Masters**, who hold a current, valid real estate Sales person's or Broker's license, hereinafter Agent(s), the specific power of attorney to sign lease(s) and/or lease renewals (unless specifically not authorized by Owner(s) in writing by certified mail at least 60 days prior to any renewal period) on managed or finder fee rental properties on behalf of Owner(s) and thus bind Owner(s) to the terms of the lease agreement(s). Owner(s) agree that they alone own the managed properties and that there are no other undisclosed owners of the properties. Agent(s) are given the exclusive right to screen and approve or disapprove prospective tenant(s). Owner(s) warrant that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances. Owner(s) agree to indemnify agent(s) in the event that the unit managed is not a legal rental unit or is in violation of any rules, codes, ordinances or laws.

Property Address: _____

OWNER NAME PER DEED: _____

Owner	Owner
Witness	Witness
Witness	Witness

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, ____ BY THE ABOVE SIGNATORIES WHO DID NOT TAKE AN OATH AND WHO ARE ____ PERSONALLY KNOWN TO ME OR WHO ____ PRODUCED THE FOLLOWING FORM OF ID _____

NOTARY PUBLIC SIGNATURE (SEAL HERE)

PRINTED NAME
COMMISSION # _____ COMMISSION EXPIRATION DATE ____/____/____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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
4. 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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.

Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

FLORIDA ASSOCIATION OF REALTORS®



I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

A. The following Lead Warning Statement: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

- A. The following 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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."
- B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.
- C. A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.
- D. A statement by the tenant:
 - (1) affirming receipt of the information paragraph 3.B. and C. above; and
 - (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.
- E. A statement by each real estate licensee/agent involved in the transaction that:
 - (1) the licensee/agent has informed you of your legal obligations; and
 - (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.
- F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by _____
(licensee) to seller or landlord on the ____ day of _____, _____.

Seller/Landlord makes the following disclosure to licensee:

- (1) Lead-based paint and lead-based paint hazards in the housing:** (check one)
- (a) Seller/Landlord has no knowledge of LBP/LBPH in the housing.
 - (b) Seller/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information):

- (2) Available Records and Reports:** (check one)
- (a) Seller/Landlord has no records or reports regarding LBP/LBPH in the housing.
 - (b) Seller/Landlord has available the following documents regarding LBP/LBPH in the housing:

Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____