



Hoffman Realty, LLC

3900 W. Dale Avenue, Tampa, Florida 33609

Checklist of items required at commencement of an Exclusive Right to Lease Agreement for Tenant Placement Only (No Management)

- A fully executed Exclusive Right to Lease Agreement signed by all owners of the property.
- A Solvency Statement signed by all owners of the property.
- Proof of property ownership (deed, copy of public record or HUD1 statement). If an organization, proof that the person signing has the authority to sign on behalf of the organization.
- Current copy of all rules and regulations of the Condominium Association, Homeowner Association or Deed Restrictions.
- Current Application to the Condominium Association or Homeowner's Association (if required).
- Copy of the furnishings inventory (if furnished).
- Completed copy of the New Property Data Sheet, signed by owner.
- W-9 and citizenship statement for US Citizens, or W-8ECI and ITIN number for Foreign Nationals.
- Three (3) full sets of keys for each door lock, plus two (2) mail keys, garage door openers, gate cards and security passes, if any.
- Lead paint disclosure (if built prior to 1978).
- \$100 check made payable to "Hoffman Realty" for the marketing set-up fee.



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EXCLUSIVE RIGHT TO LEASE AGREEMENT TENANT PLACEMENT ONLY (NO MANAGEMENT)

This Agreement ("Agreement") is entered into this _____ day of _____, 20____, between Hoffman Realty, LLC ("Broker") and _____ ("Owner") who agree as follows:

1. Broker shall have the EXCLUSIVE RIGHT TO LEASE the real property described below, including any personal property left on site ("collectively, "Property") located at:

Address: _____
City: _____ County: _____ State: _____ Zip: _____

Owner certifies and represents that Owner has the legal authority and capacity to lease the Property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules. Proof of Ownership attached: (i.e. Deed, Copy of public records or HUD or closing statement and Lead base paint disclosure (if built prior to 1978).

Owner to select all the following that apply by checking the appropriate box:

- Property is Listed for Sale?
- Being sold subject to lease term?
- If not being sold subject to lease term, will Lease include a 30-day Notice to Vacate Clause?

2. LEASE TERMS: Owner authorizes and agrees that Broker may offer the Property for lease at the following rates and terms:

Owner accepts a maximum lease term of _____ months (12 months if left blank) and a minimum term of _____ months (no less than 7 months if left blank) at a rent range of \$_____ to \$_____ per month. Except as otherwise provided in any lease. Owner requires Broker to collect first month's rent and a security deposit in the amount of \$_____ (one month's rent if left blank) prior to tenant's occupancy. Owner acknowledges and agrees that Broker, as escrow agent, may temporarily deposit the escrow funds in a non-interest bearing account with a financial institution chosen by Broker and that OWNER will provide a Florida bank account where the funds will be transferred.

3. LEASE COMPENSATION: 100% of the first month's rental income (full monthly rental amount with no pro-ration) on leases for 7 months or more.

Broker shall earn the fee stated herein upon procuring a ready, willing, and able tenant and shall be payable to Broker in full upon the earlier of (i) the date on which all funds due prior to move-in under the applicable lease have been collected, (ii) the tenant's lease term has begun, (iii) Owner's termination of this Agreement, or (iv) Owner's default under the lease or this Agreement. A subsequent breach or failure to perform by tenant shall not entitle Owner to a refund of all or part of the fee stated herein. Broker does not guarantee any tenant's performance under any lease.

Owner shall pay Broker a **non-refundable marketing set-up fee of \$100** at time of this agreement.



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LEASE DOCUMENT PREPARATION: Owner may choose one of the following by checking the appropriate box:

- Broker shall provide Owner with the lease prepared by Broker's attorney. Owner agrees to pay Broker \$60.00 for the lease.
- Owner shall provide to Broker all leases, renewals and extensions completed and ready for tenant signature.

Owner shall provide Broker any Condominium or Homeowner Association required leases or lease addenda.

4. LOCK BOX Authorization: Owner may choose the following by checking the box:

- Owner approves the use of a lock box system to show and access the Property.

ADDITIONAL TERMS:

A. EFFECTIVE DATE: This Agreement shall become effective on the date last signed or initialed.

B. TERM OF AGREEMENT: Owner hereby grants to Broker the Exclusive Right to Lease the Property for a **term of six months** from the Effective Date of the Agreement. Owner and Broker shall have the right to immediately terminate this Agreement without cause, upon written notice, at any time. Such termination shall not in any way eliminate or otherwise affect Owner's obligation to pay any amounts due Broker under this Agreement. In the event that Owner terminates this Agreement within 120 days of the Effective Date of this Agreement, Owner shall pay Broker a cancellation fee of \$200.00 in addition to any amounts otherwise due under this Agreement.

C. AUTHORITY TO LEASE: Owner agrees to promptly refer to Broker all inquiries concerning the Property during the term of this Agreement. Owner expressly grants to Broker the authority to negotiate leases and agrees to accept a lease that satisfies the Broker's criteria. Tenant may not take possession of the Property until a fully executed lease has been delivered to Broker and Owner agrees to execute and return any such lease to Broker by fax, eSignature or overnight mail within 24 hours of Owner's receipt. In the event that a prospective tenant places a deposit with Broker or Owner and Tenant fails to execute a lease or take possession, said deposit, in the unlikely event it is retained, shall be disbursed 50% to Owner and 50% to Broker. Broker retains the full right to make any decisions on the return or retention of the deposit if the applicant demands the deposit return and there is a dispute. Owner acknowledges that by entering into this Agreement, Broker does not guarantee that the Property will be leased. Broker will use its best efforts to obtain a tenant. Owner certifies and represents that Owner has the legal authority and capacity to lease the property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules.

Required Addenda:

- (i) Proof of Ownership (i.e., Deed, copy of public records or HUD statement)
- (ii) Lead paint disclosure (if built prior to 1978).
- (iii) Solvency Statement

D. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to lease the Property. Owner authorizes Broker to: (a) advertise the Property as it deems advisable, in its sole discretion, in newspapers, publications, computer networks, and other media, (b) place appropriate transaction signs on the Property and remove all other such signs including Owner's sign(s) during the term of this Agreement; and (c) place the



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Property in a multiple listing service (“MLS”). Such advertising may be general in nature and may not specifically describe the Property.

E. SECURITY DEPOSITS: All security deposits collected or received by Broker must be held by Owner in a Florida banking institution and in accordance with Chapter 83, Florida Statutes. Owner shall have full responsibility to collect rents, deposit and hold funds received on behalf of tenant as required by Chapter 83.49, Florida Statutes and disburse the security deposit to the tenant in accordance with Florida Law. Owner shall indemnify Broker in the event Tenant sues Brokers over a dispute concerning Owner’s disposition of the security deposit or advance rent.

F. TENANT HISTORY: Broker will obtain a standard credit and background report (hereafter, “Tenant Report”) on all tenant applicants from a consumer reporting agency of Broker’s choosing unless otherwise waived by Owner in writing for all tenant applicants for the property. Owner acknowledges and understands that the Tenant Report: (i) may not be all inclusive, (ii) may not provide information from all local jurisdictions within the United States, and (iii) will not provide information from jurisdictions outside the United States. Neither the company providing the Tenant Report nor Broker warrant the completeness or accuracy of the information contained therein. The Broker will pay for the cost of the Tenant Report from the application fee collected from tenant by Broker. Owner understands and agrees that other than the Tenant Report, Broker will not undertake any additional investigation of any tenant’s suitability or creditworthiness unless expressly agreed to in writing. Owner agrees that Owner shall not be provided with the Tenant Report unless authorized by the Tenant, the report provider and law. If the applicant fails to meet the Broker’s criteria for rental, Owner can override this by providing Broker with written instructions.

G. KEYS AND LOCK BOX: Upon execution of this Agreement, Owner will provide a minimum of 3 sets of keys for each door lock, plus security and pool keys, mailbox keys, garage door openers, gate cards and security passes, if any. Owner authorizes Broker to deliver the key to the Property to any cooperating real estate broker or salesperson for the purpose of showing the Property. If a lock box is approved on the Property, Owner is advised to secure or remove valuables. Owner agrees that the lock box is for the Owner’s benefit and hereby releases Broker and persons working through Broker from all liability and responsibility in connection with any loss that occurs. Owner agrees to hold Broker harmless from any liability which may arise from damage, theft, negligence or loss which may occur in connection with the delivery of the key to the Property or utilization of a lock box system as stated herein. If Property is tenant occupied, Tenant must also give written approval before a lock box is used.

H. INVENTORY, DAMAGES or MISSING ITEMS: Owner shall provide Tenant with a written inventory of personal items and furnishings. Broker is not responsible for damage to the premises or missing, lost or damaged items or furnishings under any circumstances, including but not limited to, theft, switching out of items, vandalism or negligence of tenant(s), their guests or third parties.

I. CONDITION OF PROPERTY: Owner shall have sole responsibility for placing the Property in clean and tenant ready condition prior to occupancy. Broker accepts no responsibility for ordering, arranging or coordinating any vendor services or rent collection services. Owner certifies that all heating, cooling, plumbing, electrical systems, and all appliances are in good working condition and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the roof is watertight and that water does not enter living areas either from rain or subterranean sources and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the Property is in good habitable condition, there is no mold, mildew or any water intrusion on the premises and is in compliance with all applicable laws, ordinances and regulations of all governmental authorities.

J. COMPLIANCE WITH DECLARATION OF CONDOMINIUM. TAXES, MORTGAGES & ASSESSMENT: If rental unit is a condominium or is governed by a Homeowner’s Association, any lease negotiated shall be subject to the Association Rules and Regulations. Owner shall pay direct any mortgages, condominium / homeowner’s maintenance fees, taxes, insurance



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and other charges in a timely manner that are due or may become due as a result of the leasing and during the term of the lease, and If Owner fails to pay these charges in a timely manner, Owner agrees to indemnify and save harmless Broker for any damages, litigation fees or cost incurred by Broker. Should the property be subject to a lien or foreclosure action and/or a bank, condominium or homeowner's association or mortgagee exercise any rights to an assignment of rent, Owner agrees that Broker shall comply with any court order and/or disburse rent monies to the requesting party based on the advice of Broker's legal counsel. Owner certifies and represents that they are (i) not in arrears on mortgage payments, or aware of a foreclosure lawsuit, or a pending foreclosure lawsuit (lis pendence), affecting the Property, (ii) not in arrears on maintenance fees or assessments, (iii) not in arrears on any federal, state or local taxes. It is the Owner's sole responsibility to provide Broker all the current rules, regulations, covenants and restrictions, and, if required, applications for tenancy to the Association, at time of this agreement.

K. INDEMNIFICATION: Owner agrees to and does hereby hold harmless and indemnify Broker, its parent company if any, affiliates, employees, agents, representatives, successors and assigns, from all claims suits, damages, costs, losses, court costs, attorney fees, penalties, taxes, charges, fines and damages of any kind whatsoever and any expenses arising from or relating to (i) an Owner caused booking conflict or Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to tenant's failure to perform under any agreement or failure to pay any funds due Owner, (iii) bad or returned checks from any tenant, (iv) any other sums due Owner under the lease, (v) any injury to person or property occurring on or about the Property, (vi) Broker's failure to supply tenant the current Rules and Regulations to the Association and/or if application for tenancy is not made to the Association because Owner does provide Broker the required application, or (vii) any violation of any federal, state, municipal or homeowner's association law, regulation or ordinance by Broker, including any claims or losses arising from Broker's negligence except as may be caused by Broker's willful gross negligence or illegal acts.

L. ATTORNEY'S FEES: In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorney's fee (including in-house attorneys) and costs, including fees and costs incurred on appeal. Both Owner and Broker hereby mutually waive any right to a trial by jury in the event of any litigation.

M. VENUE, JURISDICTION AND GOVERNING LAW: Owner and Broker agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Property is located and each consents to personal jurisdiction in the State of Florida and in such county. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

N. NON-DISCRIMINATION: Owner and Broker agree that the Property is offered for rent in accordance with the CIVIL RIGHTS ACT OF 1968, TITLE VIII FAIR HOUSING, and any amendments thereto, which provides that it shall be unlawful to refuse to rent after making a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, religion, sex, national origin, familial status or handicap.

O. ENTIRE AND BINDING AGREEMENT: This Agreement, which includes all Addenda attached hereto which is hereby incorporated herein, contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will be invalid unless in writing signed by all parties hereto. Owner acknowledges that Broker has not made any representations to, or agreements with, Owner that are not contained in the Agreement. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.



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P. SUCCESSORS and ASSIGNS: This Agreement shall be binding upon the successors and assigns of Broker and Owner and their respective heirs, administrators, executors, successors and assigns.

Q. NOTICES: Whenever notice shall or may be given to Broker by Owner, each such notice shall be faxed or mailed to the Broker's address listed herein or such other address as Broker may designate. Whenever notice shall or may be given to Owner by Broker, Broker may serve notice to Owner by mail, fax, or by e-mail at the permanent address given below:

Owner's Name(s): _____
Mailing Address: _____
E-mail Address: _____
Phone: (Home) _____ (Mobile) _____ (Fax) _____

Broker: Hoffman Realty, LLC Mailing Address: 3900 W. Dale Ave., Tampa, Florida 33609
Work: (813) 875 7474 Fax: (813) 354 9278 E-mail Address: Homes@HoffmanRealty.com

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS

R. TAX IDENTIFICATION: US citizens must provide a Tax ID number on a W-9 and a citizenship statement to be exempt from 30% IRS withholding tax. Non US citizens must provide a signed form W-8ECI with their ITIN number to be exempt from 30% IRS withholding tax, but are advised to seek the advice of an accountant before signing IRS form W-8ECI which states that the signer is exempt from US back-up withholding because their rental property is a business.

By signing below I / We acknowledge that we have read and understood the terms of this Agreement and agree to abide by them. (All Owners of record must sign.) This is intended to be a legally binding document. If you do not understand any part of this Agreement, you should obtain the advice of an attorney prior to execution. **FINAL ACCEPTANCE:** When duly signed by Broker or Broker's agent this agreement becomes binding on all parties.

Owner's Signature Date: _____

Owner's Signature Date: _____

Owner's Signature Date: _____

Broker or person authorized to sign for Broker Date: _____

SOLVENCY STATEMENT

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

OWNER

Form provided by
Law Offices of
Heist, Weisse & Lucrezi, P.A.
1 800 253 8428



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New Property Data Sheet – Tenant Placement

- 1) Property Address: _____
- 2) Primary Owner's Name: _____
- 3) Secondary Owner's Name: _____
- 4) Primary Owner's Tax ID#: _____ – _____ – _____
- 5) Home Phone: (_____) _____
Work Phone: (_____) _____
Fax Number: (_____) _____
Email Address: _____
Postal Address: _____
- 6) Preferred Method of Communication:
 Phone Fax Email Mail Other: _____
- 7) Property Zip Code: _____ Heated Sq. Ft.: _____
Map Grid: _____ Total Sq. Ft.: _____
Subdivision Name: _____ HOA Approval Required: Y or N
HOA Phone #: _____ Gated Community: Y or N
Entrance Gate Code: _____ Year Built: _____
- 8) Type of Property:
A) House B) Condo C) Town Home
D) Duplex E) Triplex F) Quad
- 9) Floor Plan:
A) Single Story B) Split-Level C) Two Story
D) Split-Planned E) Other: _____
- 10) Exterior Appearance:
A) Wood Siding B) Aluminum Siding C) Brick
D) Cinder Block E) Stucco F) Corner Lot
G) Waterfront Lot H) Water View Lot I) Other: _____



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12) Number of Bedrooms:

A) 1 B) 2 C) 3 D) 4 E) 5

F) _____: Extra room/den/loft/office/enclosed garage/guest quarters; may be used as additional bedroom.

13) Number of Bathrooms:

A) 1 B) 1 ½ C) 2 D) 2 ½ E) 3

F) _____

14) Bathroom Extras:

A) Roman Tub B) Jacuzzi Tub C) Double Vanity D) Glass Shower

E) Private Toilet Rm F) Other: _____

15) Living Room:

A) Living Room B) Formal Living Room C) Living / Family Room Combo

16) Dining Room:

A) Dining Area B) Formal Dining Room C) Kitchen Dining Area

E) Breakfast Bar F) Other: _____

17) Kitchen:

A) Efficiency Kitchen B) Kitchen C) Large Kitchen E) Country Kitchen

F) Kitchen with Island G) Other: _____

18) Appliances Included:

A) Stove: Electric or Gas (circle one)

B) Refrigerator: With Icemaker or Icemaker & Water (circle one)

C) Dishwasher: Built-in or Portable (circle one)

D) Microwave: Built-in or Portable (circle one)

E) Washer

F) Dryer: Electric or Gas (circle one)

G) Other: _____

19) Laundry Facilities:

A) Laundry Room B) Kitchen Laundry Area C) Garage Laundry

D) Closet Laundry E) Stackable Laundry Area F) Other: _____



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20) Flooring:

- A) Carpet and Vinyl Combo B) Carpet and Tile Combo C) All Carpet
D) All Tile E) Hardwood F) Other: _____

21) Carpet Color:

- A) Beige B) Blue C) Brown D) Gold E) Green
F) Rust G) Mauve H) Other: _____

22) Parking Facilities:

- A) Double Car Garage B) Single Car Garage C) Carport
D) Assigned Parking E) 3 Car Garage F) Street Parking
G) Electric Garage Door Opener: YES or NO (circle one)
H) Assigned Parking: # of Spaces _____ / Parking Space #s Assigned _____

23) Heating & A/C:

- A) Central Electric B) Central Gas C) Oil Heat/Central A/C
D) Gas Heat & Central Air E) Window A/C Units

24) Paddle Fans:

- A) 0-3 Fans B) 4-6 Fans C) Attic Fan D) Remote Controlled Fans

25) Window Coverings:

- A) Mini Blinds w/Verticals at Sliding Glass Door B) Mini Blinds Only
C) Verticals Only D) Wooden Slat Blinds E) Drapes
F) Combination: _____ G) Other: _____

26) Fencing:

- A) Wood Privacy B) Chain Link C) PVC Fencing
D) Screen Enclosed Area

27) Special Features:

- A) Swimming Pool H) Vaulted Ceilings N) Septic Tank System
B) Swimming Pool & Hot Tub I) Sky Lights O) Security System
C) Hot Tub Only J) Additional Storage P) Security Code: _____
D) Community Pool K) Public Water Q) Screen Enclosed Patio
E) Community Tennis L) Well Water R) Sprinkler System
F) Walk-In Closets M) Public Sewer S) Other _____
G) Gated Community/ Gate Code: _____



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28) Special Instructions:

A) Yard & Lawn:

1. The property owner hereby agrees that they will provide a professional lawn service company to cut, mow and edge the lawn at the property owner's expense.

YES or NO

2. The property owner hereby agrees that they will provide a professional lawn service to fertilize and chemically treat the lawn at the property owner's expense.

YES or NO

B) Swimming Pool/Hot Tub Service:

1. The property owner hereby agrees that they will provide a professional pool service to maintain the swimming pool/hot tub (including chemicals, cleaning and repairs) at the property owner's expense.

YES or NO

C) Pets:

1. The property owner hereby agrees that pets may be accepted, provided additional pet fees are collected in addition to the security deposit. The security deposit and pet fees (if necessary), will be used to correct any pet damage.

YES or NO

2. The property owner hereby requests that no pets be considered.

YES or NO

Note: Property owner acknowledges they understand that restriction of pets greatly reduces the number of possible renters for their property.

D) Pest Control:

1. The property owner hereby agrees that they will provide professional pest control service company to treat the "**Exterior**", the lawn at regular intervals, at the property owner's expense.

YES or NO



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2. The property owner hereby agrees that they will provide a professional pest control company to treat the “Interior” of the property at regular intervals, at the property owner’s expense.

YES or NO

E) Keys & Remotes:

- Number of Keys turned over to Manager: _____
- Number of Garage Remotes given to Manager: _____
- Number of Mail Box Keys given to Manager: _____
- Number of Pool/Common Area given to Manager: _____

29) Utilities and Other Services:

Utilities and Other Services included in the rent:

- | | |
|---------------------------------------|-----------------------------------|
| <input type="checkbox"/> Water | <input type="checkbox"/> Cable TV |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Gas |
| <input type="checkbox"/> Trash | <input type="checkbox"/> Electric |
| <input type="checkbox"/> Other: _____ | |

30) Market Survey:

The property owners found our company through which of the following sources:

- A) Yellow Pages B) Internet C) Friend D) Other Property Owners
 E) Sign F) Other: _____

G) Realtor Referral: If Realtor Referral, please provide name and contact information of referring agent so that we can thank them for referring Hoffman Realty:

31) Rental Range:

Hoffman Realty. will use its best efforts to lease or rent the property at a rental rate of \$_____ per month. Manager is given the right to lease or rent as low as \$_____ per month. Manager will present all other offers for property owner’s consideration.



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I/We the property owners do hereby acknowledge the information in the Property Data Sheets to be accurate:

Date: ____/____/____

Property Owner

Property Owner

Hoffman Realty, LLC. (Listing Agent)

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

_____ Lead-based paint and/or lead-based painting hazards are present in the housing (explain).

_____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet ***Protect Your Family from Lead in Your Home***.

Agent's Acknowledgement (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Lessee Date

Lessee Date

Agent of Lessor Date

Agent 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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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		Hoffman Realty LLC 3900 W. Dale Ave. Tampa, FL 33609-4405
	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.

Social security number									

or

Employer identification number									

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.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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:

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?* 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*
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.