



Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

SATXPM LLC - dba: LARSEN

PROPERTIES

Licensed Broker/Broker Firm Name or Primary Assumed Business Name

9002319

License No.

INFO@SATXPM.COM

Email

(210) 497-8686

Phone

BRADLEY A. LARSEN

Designated Broker of Firm

508737

License No.

BRAD@SATXPM.COM

Email

(210) 497-8686

Phone

STEPHEN SCHUMACHER

Licensed Supervisor of Sales Agent/ Associate

554726

License No.

STEPHEN@SATXPM.COM

Email

(210) 497-8686

Phone

Sales Agent/Associate's Name

License No.

Email

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

TAR 2501

IABS 1-0

Larsen Properties, 17890 Blanco Road #303 San Antonio, TX 78232
Brad Larsen

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IABS

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PROPERTY MANAGEMENT AGREEMENT – SILVER PLAN

1. OWNER

Owner Name: _____

Address: _____

City, State, Zip: _____

Best Phone: _____ Alt Phone: _____

Email: _____

2. PROPERTY TO BE MANAGED

Address: _____

City, State, Zip: _____

Asking Rental Price for the Home: \$ _____ per month.

Non-Real Property: _____

*Non-Real Property to include Refrigerators, Washer, Dryer, Etc....

Home is Currently: _____ Occupied _____ Vacant

Details: _____

3. TERM

Commencement Date – Upon Execution of This Agreement

Expiration Date – This agreement coincides with any current or future tenancy to include leases that Larsen Properties inherited on behalf of the owner, or when Larsen Properties executes a new lease agreement to include all lease renewals under management.

If Broker determines that effective management services can no longer be provided, or owner violates any terms of service contained in this agreement, Broker may terminate this agreement immediately without a 30-day notice.

4. AUTHORITY OF BROKER

A. Leasing and Management Authority: Owner grants to Broker the following authority which Broker may exercise when Broker determines to be in Owner's best interest:

1. Advertise the Property for lease using methods Broker determines to be most effective;
2. Place a "For Rent" sign on property in accordance with local rules and regulations;
3. Place a combo lockbox on the home and allow licensed contractors and Realtors access;
4. Submit property as listing with the San Antonio Board of Realtors MLS;
5. Authorize other brokers, their associates, inspectors, appraisers, and contractors to access the property at reasonable times and to disclose security and lock box codes as required or needed to facilitate access to the home under broker discretion;
6. Allow broker to offer unaccompanied showings to pre-screened customers only on vacant homes by using a satellite accessed lockbox and credit card authorization.
7. Duplicate keys and security devices as needed, at Owner's expense, to access the property for showings and repairs in a timely manner;
8. Employ Centralized Showing Service to assist in arranging all showings of property in addition to paragraph 5;

Owner Initials: _____ SATXPM Initials: _____

9. Negotiate and execute leases on owner's behalf at market rates of not less than 6 months, and no more than 24 months. Owner may request minimum 12 month leases after consultation with Larsen Properties;
 10. Negotiate and execute any amendments, extensions, or renewals to any lease for the property on the owner's behalf;
 11. Terminate leases for the property, negotiate lease terminations, and serve notices of termination;
 12. Collect and deposit owner rents, security deposits, and other funds related to the property in a trust account and pay from that account (a) any compensation and reimbursements due Broker under this agreement; and (b) any other persons this agreement may authorize to compensate;
 13. Collect administrative charges including but not limited to, application fees, returned check fees (NSF), Pet Admin Fees, HOA Fines, and any late charges from tenants in the property or from prospective tenants – these fees will be retained by Larsen Properties;
 14. Enforce actions to, at Owner's expense, (a) evict tenants in the property; (b) recover possession of the property; or (c) recover lost rent and damages; (d) defend against legal action with attorney's fees.
 15. Negotiate and make reasonable concessions to tenants on a case by case basis;
 16. Obtain information from any holder of a note secured by a lien on the property and any insurance company insuring all or part of the property;
 17. Hire contractors to repair, maintain, improve, or alter the property provided that Broker does not expend more than \$250.00 (\$500.00 for HVAC, Plumbing, or Electrical issues) for any single repair, maintenance item, or alteration without owner's prior approval;
 18. Hire contractors to make emergency repairs to the property without regard to the expense limitations that Broker determines are necessary to protect the property or the health or safety of an ordinary tenant;
 19. Contract, at owner's expense, in either Broker's or owner's name, for utilities and maintenance to the property during times that the property is vacant, including but not limited to electricity, gas, water, alarm monitoring, cleaning, pool and spa maintenance, yard maintenance, and other regularly recurring expenses that Broker determines are reasonable to maintain and care for the property.
 20. On a case by case basis, broker is allowed to bring current any and all delinquent or outstanding Home Owner's Association dues (HOA) to avoid fines or other legal action on behalf of owner;
 21. This agreement is subject to policy changes updated annually into the Owners Policy Manual distributed into the Owners Portal and placed onto the company website.
 22. This agreement may be assigned without written permission from Owner.
- B. Record Keeping: Broker will:
1. File reports with the Internal Revenue Service related to funds received on behalf of the owner under this agreement. Owner authorizes delivery of 1099 via electronic methods.
 2. Remit each month to the owner (a) funds collected by Broker for owner under this agreement, less authorized deductions; and (b) a statement of receipts, disbursements, and charges. Owner may instruct Broker to remit the items to another person or address.
 3. Overdrawn Owner accounts reaching past 30 days will incur a 10% surcharge.
- C. Security Deposits
1. During this agreement, Broker will maintain security deposits received from tenants in a trust account and will account to tenants for the security deposits in accordance with the lease agreement and Property Code.
 2. After this agreement ends, Broker will deliver to owner or the owner's designee the status of the security deposit, less any deductions owed to Broker. In addition, Broker will send written notice to the tenant the following: (a) that this agreement has ended (b) the exact dollar amount of the security deposit (c) the contact information for the owner or the owner's designee and (d) that owner is responsible for accounting and returning the tenant's security deposit.

Owner Initials: _____ SATXPM Initials: _____

3. If Broker complies with this paragraph, owner will waive any liability against Broker from any claim or loss from a tenant for the return of a security deposit. Owner will be responsible for any and all legal fees incurred by Broker in lawsuits over a security deposit return. This paragraph survives termination of this agreement.

5. RESERVES

Upon execution of this agreement, or at time of execution of a new lease, owner will allow Broker to hold in a trust account a reserve. These reserve funds will be used to pay an expense related to the leasing and management of the property. If the balance of the reserve becomes less than the amount stated, Broker may deduct the applicable amount from the monthly income to bring the balance to the amount requested. **The standard reserve is \$200.00 per home.**

6. E-PAYMENT POLICIES

- A. **Owner draws will be batch processed and sent out via ACH on or about the 7th to the 9th of each month.** All owner payments are made ACH and will be sent directly to the owner's checking or savings account from the bank ACH information provided below in Paragraph 26.
- B. **Owner draws should be received by owners between the 10th to the 12th of each month.**

7. ANNUAL TECHNOLOGY FEE

There is a \$25 annual technology fee to Larsen Properties to cover the costs of administration fees associated with all technology features we provide to include electronic delivery of the required IRS Form 1099. This fee is collected on 1 January of each year.

8. OWNER'S REPRESENTATIONS

- A. Owner represents that:
 1. Owner has fee simple title to and peaceable possession of the property and all its improvements and fixtures, unless rented, and the legal capacity to lease the property;
 2. Owner is not bound by another agreement with another broker, for the leasing, management or sale of this property that will affect the timing of this agreement. Should owner enter into an agreement with another broker, this agreement can be terminated without notice subject to all cancellation fees;

3. No person or entity has any current rights to purchase, lease, or acquire the property by an option, right of first refusal, or any other agreement;

4. Owner is not delinquent in the payment of any property taxes, owner's association fees, property hazard insurance, or mortgage;

5. The property is not subject to any jurisdiction of any court.

6. All information provided to Broker is true and correct to the best of the owner's knowledge.

- B. **Property Condition:** Owner and Broker are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of an ordinary tenant. Owner is obligated under the Property Code to repair such condition for a tenant. Owner represents that (1) any pool or spa has the required enclosures, fences, gates and latches in place to comply with all laws and ordinances; and (2) owner is not aware of any condition existing on the property that would materially affect the health or safety of an ordinary tenant. (3) owner is aware of the Texas Property Code Section 92 regarding the installation and update of Security Devices, Smoke Alarms, and Lock Re-Key between tenancies.
- C. **Utilities:** Owner is required to keep utilities on for the home at all times during any vacancies. Utility companies will often have prior relationships with an owner making it an easy task to take over, or simply keep in their name, utilities to include water, gas, and electricity. If Larsen Properties is obligated to turn on utilities on behalf of the owner, a processing fee will be charged to cover the time and effort involved. Utilities may be turned off out of the owner's name starting the first day of the executed lease agreement.
- D. **Lead-Based Paint:** If the Property was built before 1978, Owner will complete and attach to this agreement and addendum regarding lead-based paint and lead-based paint hazards that will be made part of any lease of the property.

9. OWNER'S COOPERATION

Owner Agrees To:

- A. Cooperate with Broker to facilitate showing, marketing, and lease of the property.
- B. Not rent or lease the property to anyone without Broker's written approval.

- C. Not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Broker.
- D. Not deal with or negotiate with any tenant in the property concerning any matter related to the management or leasing of the property.
- E. Not enter into a listing agreement or property management agreement with another broker for the rental, leasing, or management of the property to become effective during this agreement.
- F. Provide Broker with any existing copies of lease agreements related to the property.
- G. Provide Broker with keys and remotes.
- H. Provide Broker with copies of all warranties.
- I. Tender to Broker any security deposits paid by existing tenants.
- J. Complete any disclosures or notices required by law and this agreement.
- K. Notify Broker if Owner becomes delinquent in the payment of any mortgage secured by the property, property taxes, property insurance, or home owner's association fees.

10. OWNER'S INSURANCE AND SURCHARGE

- A. At all times during this agreement while this home is managed by Larsen Properties, owner must maintain in effect a public liability insurance policy (home owner's insurance) that covers losses to the property. This will include an amount equal to the reasonable replacement cost of the property's improvements and containing endorsements showing the insuring party is aware that the home will be leased to prospective tenants. **It is required that the Landlord name Larsen Properties as "Additionally Insured" on their Home Owner's Insurance Policy.**
- B. This agreement will also serve as owner's authorization to obtain and discuss any claim regarding this home with the landlord's insurance company.
- C. All Owners incur a \$10.00 (ten) per month Administration Surcharge to cover the cost of administrative fees associated with home owner's insurance policy compliance and tracking.

- D. **Owners may OPT OUT** of this \$10.00 per month Surcharge by providing Larsen Properties a letter or notice delivered via mail, email, or fax that indicates SATXPM, LLC – dba: Larsen Properties – as named "**Additionally Insured**" on their Home Owner's Insurance Policy no later than 15 days from the commencement date of this agreement.

11. MANAGEMENT FEES

- A. Management Fees: Larsen Properties charges the equivalent of **ONE MONTH'S RENT** for every 12 months of management services pro-rated and charged monthly. Management fees will be charged once the home has been turned over to Larsen Properties.

Minimum Fee = \$100 per month.

- B. Leasing Fees: Larsen Properties charges the equivalent of **ONE HALF MONTH'S RENT** (50% of One Month's Rent) for marketing and leasing a home for each new tenancy.

Minimum Fee Per Leasing Occurrence = \$600

- C. **LEASING GUARANTEE:** Larsen Properties will guarantee that tenancy for 12 months! (Military Clause Excluded) Should a tenant that Larsen Properties screened and placed under an executed lease agreement fail to complete an initial term for their lease agreement, NO Leasing Fee will be charged to replace that tenant. This excludes any shorter lease agreements that landlord agree to with an executed lease agreement.

- D. Renewals or Extensions: Each time a tenant renews or extends their lease agreement, Larsen Properties will charge a Renewal Commission equivalent to 1% of the total lease revenue generated for that signed extension. This charge will be paid the following month after the extended lease agreement has been executed.

Minimum Renewal Fee Per Occurrence = \$150

- E. Renewal Fee Example: A tenant renews their lease agreement for an additional 12 months paying \$1,500 per month in rent. This will generate the owner \$18,000.00 in gross revenue, Larsen Properties will charge 1% (One Percent) of that \$18,000.00 for a total commission payable upon execution of \$180.00.

- F. **Timing of Fees:** Larsen Properties will charge the management fee on a monthly basis according to the formula of ONE MONTH'S RENT for every 12 months of management services. Example: \$1,500 per month home divide by 12 months = \$125.00 per month. Management Fee charges begin once the home has been turned over to Larsen Properties.
- G. **Interest on Trust Accounts:** Larsen Properties retains any and all income resulting from an interest bearing account.
- H. **Administrative Fees:** Larsen Properties will retain any and all administrative fees to include late fees, non-sufficient fund fees, returned checks, pet admin fees, or any other assessed tenant fees.
- I. **Fees Related to Legal Matters:** If Broker is requested by owner to proceed forward in legal proceedings to include evictions, tenant disputes, security deposit disputes, and suits for damages, owner will pay Broker \$75 per hour for Broker's time in the preparation and execution of such matters. Fees are earned at time of completion and payable upon invoice to owner.
- J. **Landlord Exit Fee:** Upon completion or termination of this agreement, owners will incur a \$100 charge for turning over all documentation, accounting for all funds, archiving all files, and forwarding any information required to the owners and/or the tenants. All files and accounting is required to be archived for seven years, this fee is meant to cover that liability.
- K. **Fees in the Event of a Sale:**
 - 1. **Fee if a Tenant Purchases Property:** If at any time during this agreement or within 180 days after it ends, owner sells the property to a tenant who occupied the property during the term of this agreement, Owner will pay Broker a fee equal to 4% of the total sales price of the home.
 - 2. If owner decides to sell the home during this agreement owner will pay broker a total fee equal to 5.5% of the sales price of the home. Broker will offer a 3% commission to any licensed real estate broker in advertising this home for sale. This commission is payable at close of escrow.

We can sell your home for 5.5%

12. LEASING FEES

Larsen Properties offers all MLS and Non-MLS participating licensed Realtors a **\$200 Leasing Commission** to show and assist in bringing a qualified tenant to lease your home. *This fee is included with the Leasing Fee.*

13. EARLY TERMINATION OF AGREEMENT

- A. **Prior to Lease Execution - Owners may request an early termination to this agreement prior to a tenant renting their home, or while their home is being marketed.** There is a one-time early termination charge of \$300. Owner will reimburse Larsen Properties for any refunded applications caused from this early termination.
- B. **After Lease Execution – Owner may cancel management services during this agreement with a 30 day written notice. The Cancellation Fee is equivalent to One Month's Rent payable to Larsen Properties.**

14. REPAIRS

- A. **There is a 10% fee added to the total invoice amount for any repairs completed outside of Larsen Properties Maintenance (LPM).** This entails the vendor screening, vendor oversight, invoice handling, record keeping, invoice payment, reconciling the payment, adding this information into the owner files, and providing a copy of the receipt to the owner.
- B. **To comply with the Texas Real Estate Commission, owners should consider this notice that on occasion, Larsen Properties may receive incentives, reimbursements, referral fees, or cash payments from business associates including cable companies, internet service providers, contractors, and vendors to refer or participate in joint business arrangements relating to repairs, inspections, improvements, maintenance, referrals, or group marketing efforts.**

15. PET FEE GUARANTEE

Larsen Properties charges a \$300 Pet Administrative Fee to the tenant per each approved pet. We offer a guarantee that any damages caused to the home, above fair wear and tear, resulting from the approved pet(s) that is not covered by the security deposit will be reimbursed by Larsen Properties to the owner. This excludes any Service Animals per the Fair Housing Guidelines. This pet fee guarantee is limited to an amount of \$5,000.00 per incident. Any collection efforts under this provision become the sole responsibility of Larsen Properties.

16. LIABILITY AND INDEMNIFICATION

- A. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:
1. Other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the property on behalf of the owner;
 2. Acts of third parties (vandalism, theft, or other criminal acts)
 3. Freezing or leaking water pipes;
 4. A dangerous condition or environmental condition of the property;
 5. The property's non-compliance with any law or ordinance.
- B. Broker is not responsible or liable in any manner for any late fees or other charges owner incurs to any creditor caused by late or insufficient payments by any tenant in the property damages to owner caused by a tenant's breach of lease.
- C. Owner agrees to protect, defend, indemnify, and hold Broker harmless for any damage, costs, attorney's fees, and expenses that:
1. Are caused by owner, negligently or otherwise;
 2. Arise from owner's failure to disclose material or relevant information about the property;
 3. Are caused by owner giving incorrect information to any person; or
 4. Are related to the management of the property and are not caused by Broker, negligently or otherwise.

D. Owner is responsible for and liable for all contracts and obligations related to the property (maintenance, service, repair, and utility agreements) entered into before or during this agreement by owner or by Broker under Broker's authority under this agreement. Owner agrees to hold Broker harmless from all claims related to any such contracts.

E. Property Code: The Texas Property Code requires certain types of locks or security devices on all exterior doors of residential rental properties and requires smoke detectors in certain locations including all bedrooms. The property code requires the security devices to be rekeyed and the smoke detectors to be tested each time a new tenant occupies the property.

F. INDEMNITY PROVISION. IF ANY THIRD PARTY ASSERTS ANY CLAIM AGAINST BROKER FOR ANY CAUSE OF ACTION RELATED TO THE LEASE AGREEMENT OR THIS AGREEMENT, OWNER WILL INDEMNIFY BROKER FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEY FEES INCURRED IN DEFENSE OF ANY CLAIM SUBJECT TO INDEMNITY THAT ARE OR MAY BE ASSERTED AGAINST BROKER AND THAT RELATE TO OWNER'S OBLIGATIONS UNDER: (1) THE LEASE AND/OR (2) THIS INSTRUMENT; OR THAT ARISE FROM (3) OWNER'S NEGLIGENCE; (4) OWNER'S FAILURE TO DISCLOSE MATERIAL OR RELEVANT INFORMATION REGARDING THE PROPERTY; (5) ACCOUNTING AND RETURN OF TENANT'S SECURITY DEPOSIT.

17. MISCELLANEOUS PROVISIONS

A. Non Disparagement / Representations - OWNER, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web-based, cloud based, or "review" type publication site, effective the date of this agreement. This provision relates to remarks/statements/publications/opinions / evaluations or any other thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests. OWNER, TENANT, and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/ statement/ representation. OWNER, TENANT, and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and/or Texas Constitutions or other codified statute, regulation, or code and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease and this agreement in enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.

B. Venue - OWNER, TENANT, and PROPERTY MANAGER expressly submit to the jurisdiction of the State of Texas and agree that venue in any litigation touching or concerning this agreement shall be proper ONLY in Bexar County, Texas.

18. ADDITIONAL SERVICES

Owner may request additional services to be completed by Larsen Properties that are outside of our normal scope of services. All requests shall be in writing from owner with compensation illustrated and posted under the Owner Charges handbook.

19. FORECLOSURE NOTICES

If Broker receives notice of the Owner's delinquency in the payment of any mortgage or encumbrance secured by the property, property taxes, property insurance or Home Owner's Association fees, Broker may give 15 days to cure the delinquency during which period Owner authorizes Broker to freeze any funds held by Broker and no disbursements will be made to Owner related to this agreement or the Property. If after the 15 day period, the delinquency is not cured and the foreclosure process is initiated, Owner authorizes Broker to deduct from any other funds being held by Broker for Owner any remaining Broker fees or funds due to Broker related to services performed under this agreement. Additionally, Owner authorizes Broker to return any security deposit being held by Broker to a tenant of the Property in addition to any prorated amount of rent being held by Broker and Broker may terminate this agreement. This paragraph does not preclude Broker from seeking any other remedies under this agreement or at law that may be available to Broker.

20. INITIAL HOME ASSESSMENTS

At the beginning of this agreement, and once the home is surrendered to Larsen Properties, an Initial Home Assessment will be conducted. This can be done using either PROS (www.onsightpros.com) or with Larsen Properties Maintenance. The cost is charged to the owner for \$85.00.

21. PERIODIC HOME ASSESSMENTS

It is the policy of Larsen Properties to conduct an Annual Home Condition Assessment every year, and prior to a lease renewal being fully executed. Owners may elect to have additional Home Condition Assessments at the cost of \$85.00 per scheduled assessment. A copy of this assessment will be sent to the owner.

Choose the Frequency of a Home Condition Assessment being conducted:

ONE assessment per year conducted prior to renewal
\$85.00 per Home Condition Assessment

OPTIONAL – Add additional Home Condition Assessment conducted every six months.

\$85.00 per each added Home Condition Assessment

22. POOL MAINTENANCE

Does the home have a Pool? _____ YES _____ NO

Should the home have an in ground or above ground pool, a separate form will be required for this agreement outlining the maintenance responsibilities.

23. SPECIAL PROVISIONS

24. LEASING AND MANAGING AUTHORITY

Owner appoints Broker as Owner's sole and exclusive leasing and managing agent of the property described in paragraph 2 and any addendum to this agreement.

25. FEDERAL FAIR HOUSING NOTICE

In accordance with the Federal Fair Housing laws, the National Association of Residential Property Managers (NARPM), and the National Association of Realtors Code of Ethics, Broker's services must be provided and the property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity.

26. OPTIONAL DAMAGE ASSURANCE

One of the biggest fears of all rental property owners is renting to a tenant that will cause significant damage to their property, costing them thousands of dollars in unexpected repairs. Many of our owners have expressed concern over the horror stories they hear about tenants destroying homes they rent. This is a real possibility and we have addressed this issue by offering our owners Damage Assurance to cover these potential unexpected repair costs caused by an outgoing tenant that exceed their security deposit.

This program is designed to cover damages exceeding the Security Deposits caused by a tenant that fall outside of the Home Owners Insurance policy, and excludes fair wear and tear. These fair wear and tear standards are in accordance with the Texas State Property Code chapter 92. www.texaspropertycode.org (Maximum Amount of Claim will not exceed \$10,000.00)

Example: Homeowner rents their home for \$1,500 per month. The security deposit for this home is \$1,500, but there is \$3,000 in damages to the interior of the home, excluding fair wear and tear, caused from negligence by the tenant and occupants. Larsen Properties will cover the expenses to complete these repairs that total more than the security deposits in order to bring the home back to a rentable condition.

With DAMAGE ASSURANCE – Larsen Properties will cover ALL of the above costs for **\$5.00 per month** caused by a tenant considered to be above normal wear and tear, and that exceeds the received security deposit.

By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to SATXPM LLC, dba – Larsen Properties, against the tenant. Damage Assurance is only offered to owners who have allowed Larsen Properties to properly screen their tenants through our application process, and those tenants that complete a lease agreement both written and executed with Larsen Properties. This program excludes fire claims, water claims, natural disaster claims, owner negligence, or any portion of a claim that can be covered by the homeowner's insurance policy they are required to carry per the Larsen Properties Property Management Agreement.

[] **In this box type "YES" or "NO" if you want Damage Assurance for a charge of \$5.00 (five) per month.**

27. OPTIONAL RENT PROTECTION

If an eviction becomes necessary at your property, and the tenant refuses to leave the home after a late notice, and court order for an eviction hearing have been served – Larsen Properties offers a program that will guarantee a continued 30 days of income to the owner. Given that most evictions take around 30 - 45 days – this will further prevent unforeseen losses to an owner should an eviction be necessary. Every effort will be made to mitigate losses by working with a bad tenant – but this program will ensure owners will receive One Month’s worth of rental compensation while a tenant is being removed.

Larsen Properties will pay the owner **One Month’s** rental income if a tenant is evicted by the courts and forced to vacate with a writ of possession being executed by law enforcement.

Example: A tenant stops paying rent and is late after the 3rd of the month, Larsen Properties will post notice to vacate, file an eviction, the constable will serve the tenant papers at their home, we will attend eviction court, file for a writ of possession, and meet the Sheriff Deputy to execute the writ of possession by moving all of the tenant’s possessions off the property. If a tenant refuses to leave and is forced to vacate by law enforcement – Larsen Properties will reimburse owner the equivalent of **One Month’s** rent.

Scenario: Home rents for \$1,500 per month - Tenant is removed via Writ of Possession.

*****WITH Rent Protection – Owner is reimbursed \$1,500 in lost rental income*****

The monthly fee is \$9.00 to participate in this program.

This program does not cover early terminations, tenants vacating with a military or court order clause, abandonments, or mitigated move outs. In most cases where a tenant willingly vacates a home, the home would go back to the possession of the owner immediately to re-rent immediately, which would minimize any income losses. By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to SATXPM LLC, dba – Larsen Properties, against the tenant. Rent Protection is only offered to owners who have allowed Larsen Properties to properly screen their tenants through our application process, and those tenants that complete a lease agreement both written and executed with Larsen Properties.

[] In this box type “YES” or “NO” if you want Rent Protection for a charge of \$9.00 (nine) per month.

28. OPTIONAL EVICTION ASSURANCE

With the cost of an eviction at an extremely high rate, Larsen Properties has come up with a solution to further protect unexpected costs incurred in removing a tenant from a home.

If an eviction becomes necessary at your property, Larsen Properties will cover all costs incurred in removing a tenant from your home for an annual fee of \$72 – or \$6 a month. Without such coverage, Larsen Properties charges \$75 per hour for the eviction process. In comparison, this is very inexpensive when compared to an attorney who would charge \$300 an hour.

A typical eviction in the San Antonio market would run these costs:

Without Eviction Assurance:		Eviction Assurance:
Initial Notice to Vacate	\$150	Covered
Eviction Filing Justice of the Peace	\$150	Covered
Court Fees for Justice of the Peace	\$121 – No Limit	Covered
Court Appearance for Owner	\$150 – No Limit (\$75 per hour)	Covered
Writ of Possession (Sheriff Fee)	\$215	Covered
Tenant Move Out Fee (Meeting Sheriff)	\$150	Covered
Remove All Tenant Possessions	\$1,000 +	Covered
Lock Change Required by Law	\$150 - \$300	Covered
Move Out and Cleaning	\$495	Covered
TOTAL:	\$2,500 + to \$10,000	NO CHARGE

With **EVICTION ASSURANCE** – Larsen Properties will cover ALL of the above costs incurred from an eviction on your behalf. For **\$6.00 per month** – owners can assure they will not be hit with an unexpected cost of \$2,500 or more!

This program will only cover the initial charges in removing the tenant and for the basic clean out. Any damages incurred by the tenant from normal wear and tear, or intentional destruction, will not be covered. Eviction Assurance is only offered to owners who have allowed Larsen Properties to properly screen their tenants through our application process, and those tenants that complete a lease agreement both written and executed with Larsen Properties. By agreeing to this program, the homeowner will subjugate all rights to pursue any and all debts incurred to SATXPM LLC, dba – Larsen Properties, against the tenant.

[] In this box type “YES” or “NO” if you want Eviction Assurance for a charge of \$6.00 (six) per month.

Owner Initials: _____ SATXPM Initials: _____

29. REQUIRED TENANT LIABILITY INSURANCE (MANDATED FOR ALL LEASE AGREEMENTS)

All tenants are obligated to maintain property damage liability insurance on behalf of the landlord and property manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both landlord's and third party's property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup. Larsen Properties shall be named as an Interested Party on Resident's policy. Such policy shall be written as a policy not contributing with and not in excess of coverage that landlord may carry, and must waive all rights of subrogation against landlord and property manager. It is agreed that landlord carries insurance for their own protection and that the tenant is not a beneficiary of such insurance. Tenant shall be responsible to landlord for all costs of repair for damages as stated in the Lease Agreement regardless of existing landlord insurance.

30. ACH INFORMATION FOR DIRECT DEPOSIT

Larsen Properties uses Property Management accounting software to send monthly Owner Draws directly to the Owner's account via ACH. We request your banking information below and your signed authorization to conduct ACH transactions with your banking institution. We are only able to send funds to owners via ACH.

Name on Owner Account: _____

_____ Checking Account OR _____ Savings Account

Account Number: _____ Routing Number: _____

31. SIGNATURES

SATXPM, LLC; dba: Larsen Properties
TREC License #9002319

Printed Name

Signature:

Email:

Signature

Date

Signature:

Email:

Owner Printed Name

Owner Signature

Date



PREVENTATIVE MAINTENANCE SERVICE PROGRAM

****Spring Service** March – April**

****Fall Service** October – November**

- HVAC Service Call
 - Ensure Home Has A Recently Changed HVAC Filter
 - Date the HVAC Filter as Inspected
 - Run Unit to Ensure HVAC is Performing Within Guidelines
 - Inspect Inside and Outside HVAC Unit Insulation Lines
 - Check HVAC Refrigerant Levels for Any Leaks
- Inspect Water Softener, Water Heater, and Test Smoke Detectors

YES – I want Preventative Maintenance Done On My Home

Annual Service Call: \$85.00

Bi-Annual (Spring and Fall) Service Call: \$150.00

NO – I am Not Interested In This Program

OTHER OPTIONAL MAINTENANCE PROGRAMS:

AC Filter Replacement (Max 3 Filters): \$25.00

Deck Pressure Wash - Stain or Seal (Estimate Provided)

Water Softener Salt (Max 4 bags of 40lbs Each): \$25.00

Privacy Fence Pressure Wash – Stain or Seal (Estimate Provided)

Smoke Detector Batteries (Name Brand): \$5.00 per battery

Interior Caulking All Wet Areas and Countertops (Estimate Provided)

Drain Water Heater, Re-Fill: \$45.00

Exterior Caulking and Painting – Trim and Garage Door Trim (Estimate Provided)

Gutter Cleaning – Remove Excess Debris (Estimate Provided)

Estimates Available for Any Further Requested Maintenance

Refresh Landscaping and Fertilize Yard (Estimate Provided)

Owner / Tenant:

Address of Home:

Email: Info@SATXPM.com Website: www.SATXPM.com

17890 Blanco Road #303, San Antonio, TX 78232

Office: (210) 497-8686 Fax: (210) 247-9571



HOME WARRANTY DISCLOSURE

In the effort to update our files and to ensure we have the most current information about your home available at this time – we are asking all of our owners to complete this form regarding any Home Warranty Coverage Policies they may have.

If you have already provided this information at the time you have completed our management agreement, you may disregard this request.

Should you have any changes to your Home Warranty vendor or policy, complete this form.

Do you have a Home Warranty for your Rental Home? YES: _____ NO: _____

If you answered yes to the above question, please provide us further information:

Address of Home: _____

Home Warranty Provider: _____

Policy Number: _____

Phone Number: _____

Expiration Date: _____

Are there any additional warranties in place for Appliances or Pools?

It is the current policy of Larsen Properties to charge a \$40.00 Home Warranty Service Fee per service call for each repair incident.

We want the owners to understand that our staff must process a repair request through two additional entities – the Home Warranty company, and the Home Warranty company’s vendor(s). It has become very common that our staff has had to be on hold with a Home Warranty company for *45 minutes or longer* just to process a work order via phone. In addition, we can not provide adequate supervision for a Home Warranty vendor, and we incur increased liability from a vendor we do not have a relationship with.

For more information – visit our FAQ page: <http://larsenpropertymanagement.com/owner-faq/>

Email: Info@SATXPM.com Website: www.SATXPM.com

17890 Blanco Road #303, San Antonio, TX 78232

Office: (210) 497-8686 Fax: (210) 247-9571

Property Information Form – Larsen Properties

Property Address

Address			
City		State	Zip
Subdivision or Complex		County	

Owner Information

Owner Name(s)			
Is the property held in a corporation or trust?		Yes	No
Name of corporation or trust			
Owner mailing address			
City		State	Zip
Cell phone	Work phone	Home phone	
Email address		Alt email address	

HOA Contact Information

Is the property in a HOA? Yes No (If yes all questions below are REQUIRED.)			
Do you have permission (or even need) from the HOA to lease the property? Yes No			
Does the HOA require specific language, exhibits or addenda in the lease?		Yes	No
If yes, describe:			
Does the HOA limit pets by number, breed or weight?		Yes	No
If yes, describe:			
Does the HOA limit the type of vehicles that may be parked on the property?		Yes	No
If yes, describe:			
HOA company name		HOA main contact	

Property Description

Year Built	No. of bedrooms	No. of full baths	No. of half baths
Appliances:	Dishwasher	Disposal	Refrigerator
	Gas stove	Electric stove	Microwave
	Washer	Dryer	
HVAC:	Gas furnace	Heat pump	Electric floor registers
	Central air	Window units	Other:
Room Description:	Separate Dining Room	Eat-in kitchen	Master on main
	Utility room	Pantry	Open floor plan
Features:	Deck	Patio	Trey ceilings
	Ceiling fans	Pool	Hot tub
	Fenced back yard	Finished basement	Unfinished basement
	Security System	City water and sewage	Septic tank
	Well water	Other features (use additional pages if necessary):	

Complex or Neighborhood Amenities

Pool	Tennis	Fitness Center	Business Center	24 x 7 Concierge	Club House	Movie Theater
Gated Community Proximity to restaurants Other (describe):						

Parking & Mailbox

1 car garage	2 car garage	Deck	Carport	Driveway only	Street only	Parking lot
Maximum number of cars allowed at any given time			Assigned parking spaces	Mailbox Number		
Other (describe):						

Access Codes, Keys & Remotes

Provide a list of all keys and remotes required to operate property, including parking and recreational facilities, if any; indicate how many of each you will furnish to RPG.											
Front door key:	Yes	No	#	Lobby key:	Yes	No	#	Magnetic card:	Yes	No	#
								Gate clicker:	Yes	No	#
Mailbox key:	Yes	No	#	Key fob:	Yes	No	#	Garage remote:	Yes	No	#
Alarm code:				Gate code:				Other keys (Describe):	Yes	No	#
Other devices required to operate property (describe):											

Email: Info@SATXPM.com Website: www.SATXPM.com
 17890 Blanco Road Ste 303, San Antonio, TX 78232
 Office: (210) 497-8686 Fax: (210) 247-9571

Security System Monitoring Information				
Monitoring Co.	Monitoring Phone	Monitoring Password		
Other (describe):				
Lawn Maintenance				
Tenant is responsible for lawn	Owner is responsible for lawn	HOA is responsible for lawn		
Other (describe):				
Pet Policy				
Will you allow pets?	Yes	No	Weight limit (optional):	lbs.
Notes on pets:				
Utilities				
Water	Tenant pays	Owner pays	HOA pays	N/A
Electricity	Tenant pays	Owner pays	HOA pays	N/A
Gas	Tenant pays	Owner pays	HOA pays	N/A
Sewage	Tenant pays	Owner pays	HOA pays	N/A
Garbage	Tenant pays	Owner pays	HOA pays	N/A
Internet	Tenant pays	Owner pays	HOA pays	N/A
Cable TV	Tenant pays	Owner pays	HOA pays	N/A
If property is a condominium, check utilities below that cannot be placed in the tenant's name which you would like to us add to the lease and collect with the rent. Note: Utilities that RPG collects with the rent MUST be flat monthly fees. RPG will not collect utilities bills from tenants that vary each month.				
Water – monthly flat fee: \$		Gas - Monthly flat fee: \$		Electricity – monthly flat fee: \$
Comments on utilities:				
Home Warranty and Any Other Warranties				
Home warranty?	Yes	No	Warranty Company:	Policy No: Phone: Exp. Date:
Are appliance warranties or any other warranties in effect? Yes No If "Yes," describe, and provide complete information to RPG.				
Appliance warranty description:				
Other warranty description (use additional pages if required):				
Service Contracts and Vendor Information				
Describe any other service contracts on the property that Larsen Properties needs to know about. Include vendor contact information.				
Additional Notes on the Property				
Use additional pages if needed.				

Owner Signature

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is 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									

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

Employer identification number									

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).

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 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

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 page 2), 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 Social Security Administration 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, 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 domestic 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, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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 Regulation 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 Regulation 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 1.

*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, social security number (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 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. 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.