



EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 201____, between "P O M Property Management, LLC" d/b/a Premier Property Management ("Broker") and _____ ("Owner") who agree as follows:

1. Broker is hereby designated as the exclusive agent and representative of Owner for the real property described below, including any personal property left on site ("collectively, "Property") located at: (For multiple properties, please only fill out Additional Property Worksheet Addendum)

Street _____

City _____ State: FL, Zip: _____ County: _____

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).

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 24 months and a minimum term of 7 months at a rent of \$_____ per month. It is agreed that the Broker has sole discretion to increase or decrease the initial rental amount by fifteen (15) percent. For any changes outside of this range, Broker must obtain Owner(s) written approval. Rental concessions are common in the Naples/Ft. Myers market. Broker is authorized to offer a rental concession of up to 21 days if, in the opinion of the Broker, this will result in reduced vacancy and/or a higher annual income for Owner.

3. CONTRACTUAL COMPENSATION:

A. LEASING COMMISSION: 6.00% of all gross rental income (e.g., rent, pet fees, preparation fees) on leases for 7 months or more for homes with a \$700 minimum commission. Broker shall earn the fee stated herein upon procuring a ready, willing, a 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. Broker will charge a \$99.00 processing fee on any renewals and extensions thereof.

B. MANAGEMENT FEE: Broker shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

LONG TERM RENTALS: In the event there is a long term lease entered into (6 months or longer), furnished or unfurnished, the fee will be 9.50% of rents received, including first months rent. If the tenant(s) remain for any additional terms or time periods after the initial term, the fee shall be 9.50% of rents received minimum.

C. LEASE DOCUMENT PREPARATION FEE: In the State of Florida, a Broker is not allowed, by law, to draft a lease, therefore, there will be a charge to the Tenant of \$50 for attorney's fees for preparation of the lease. The Broker will obtain payment for Lease Drafting from tenant. The law firm preparing the lease deals primarily in Owner/Tenant Law and will be Heist, Weiss & Davis, P.A. (800-253-8428). The charges to cover these attorney's fee(s) will be collected from the first monies received. The attorney will be available to Owner and Broker at no charge for phone consultations in the event of any disputes with the Tenant or related issues.

D. SALE OF PROPERTY: Should Broker provided tenant purchase the home during or after this Agreement Broker shall be entitled to and paid by Owner a 3.00% commission.

E. ADVERTISING: Owner shall pay an advertising fee equal to \$150. If Broker's advertising expenses exceed the aforementioned fees respectively, Broker will pay the additional expense. Should Owner terminate lease agreement for any reason, advertising fee is non-refundable. In event of termination, Owner will indemnify Broker for any additional advertising expense.

F. PROPERTY INSPECTIONS: Owner authorizes Broker to employ, at owner's expense, a licensed company to perform property inspections semi-annually. The inspector will change the air filter, replace the algacide tablet, take pictures of each room, note any damage, and complete a written report. The cost for each inspection will be billed to the owner's account. The cost of this value-added service is \$60 per inspection.

4. 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 and Manage the Property for a term of 12 months from the Effective Date of the Agreement. Agreement will be in effect for one (1) year and will automatically renew for successive one (1) year periods at the anniversary date so long as there has not been a thirty (30) day written notice to terminate prior

to the next term given by either party. **Owner and Broker shall have the right to immediately terminate this Agreement without cause, upon 30 days 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 of termination, confirmed receipt from Broker must be given in accordance with Section 4 paragraph Q, or termination is not valid and all applicable fees are still due.

In the event this agreement is terminated by Owner, the Broker shall receive all rental commissions earned to the date of termination (30 days from written notice) and the Broker's rights provided for in section 3, shall survive such termination. All monies expended by Broker shall be paid to Broker prior to this cancellation and Broker is authorized to withhold any sums owed to Broker from monies held prior to the final disbursement to Owner. Broker reserves the right to terminate this agreement with 30 days written notice to Owner at any time or, immediately with written or verbal notice if, in the opinion of Broker's legal counsel, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Should said termination caused by Owner occur, Broker may at its option continue to hold Owner liable for any commissions due, fees due or monies owed Broker if the tenant(s) remain in the property after such termination by Broker.

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 lease renewals and agrees to accept a lease that satisfies the Broker's criteria. Broker is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on Owner's behalf, any default notices to tenant(s) as may be necessary. Broker will attempt to consult with Owner verbally before executing a lease agreement with prospective tenant. Any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the Owner individually or, with the permission of Owner, Broker shall hire an attorney to perform the eviction. 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 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, if retained, shall be disbursed 50% to Owner and 50% to Broker. 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.

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 Property In a multiple listing service ("MLS") (if available). Such advertising may be general in nature and may not specifically describe the Property. 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 agrees to hold Broker harmless for any failure to secure Tenant(s) for the Owner, any cancellation by the Tenant(s), and/or failure to collect any rents or monies due from the Tenant(s) for any reason.

E. SECURITY DEPOSIT AND ADVANCE RENT: All security deposits and advance rent must be held by Broker in a *Florida* banking institution and in accordance with Chapter 83, Florida Statutes. Broker 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 Broker 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 credit bureau 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 signing an Owner Authorization to Rent Form.

G. KEYS AND LOCK BOX AUTHORIZATION: Owner approves the use of a lock box system to show and access the Property. **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.** If Owner does not provide minimum number of keys, then Broker, at its discretion, will make copies for a charge of **\$7.00 per key** until the minimum requirements have been met. 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.

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. 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.

REPAIRS: Broker is given the right to spend in the amount not to exceed **\$200.00** in any one month to purchase items, make repairs, and pay for same out of Owner's funds, and, if inadequate, Owner shall be billed for the difference. In case of emergency, i.e. air

conditioning, heat, refrigerator, range or plumbing or any other repair the Broker deems an emergency and or necessary in Broker's sole judgment for the safety of the tenant(s) or the welfare of the property, Broker has authority to institute repairs, even if over the aforementioned limit. In order to maintain the Repair Account, Owner will provide Broker with **\$200.00** and if this account falls below **\$200.00**, Broker may replenish it from the rents received. The remaining reserve balance, if any, will be returned to the owner when management of Property has concluded and the Owner account balance has been reconciled. In the event repairs are made, Broker shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to Owner. Broker will arrange for all repairs, inspections, maintenance and cleanings, unless Owner has notified Broker in writing prior to the commencement of repairs to use someone else that Owner has selected, and Owner makes arrangements with third party direct. Owner agrees that they shall pay third party direct and shall indemnify and hold Broker harmless for payment of same.

J. COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES & 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 agrees to pay all federal, state or local taxes, association fines, or assessments that are due or may become due as a result of the leasing. It is the Owner's sole responsibility to provide Broker with Association Application forms and a copy of the Rules and Regulations 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 or (vi) 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 which 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.

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 at the permanent address given on Management Agreement, fax, or by e-mail. In the event of termination, a confirmed receipt from Broker must be given to Owner (via mail, fax, or email) or termination is not valid.

Physical Address of Broker: 3103 Terrace Ave Naples, FL 34104 Fax: 888-352-8646 Email address for notification: info@naplesppm.com

R. TAX IDENTIFICATION: US citizens must provide a Tax ID number on a W-9 and a citizenship statement to be exempt from 31% IRS withholding tax. Non US citizens must provide a signed form W-8ECI with their ITIN number to be exempt from 31% 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.

S. EVICTION: Should and eviction become necessary for a tenant that Broker did not procure or a tenant with substandard credentials that the Owner gave authority to lease to, via an Owner Authorization to Rent form; Broker reserves right to charge \$450 plus all related legal expense for said eviction. Costs and Attorneys Fees to evict tenant(s) or otherwise will be paid by Owner in advance and Owner agrees to hold Broker harmless for same. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, Owner agrees that Broker is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to Broker. Broker makes no guarantees on how long it will take for an eviction to be finalized but will make every effort to expedite the process.

T. MORTGAGE CLAUSES AND DEFAULT PROVISIONS: Owner hereby certifies that there are no outstanding adverse claims, deeds, titles, interests, contracts for sale, options to purchase, contract for deed or any other contractual obligations concerning or affecting the property, nor any defaults relating thereto. If the property's mortgagee files a foreclosure action in the clerk of court against the property, (1) Owner shall pay BROKER all fees and compensation due under the current lease and this management agreement, accelerated, and Manager may deduct such fees and compensation from rents received, and/or (2) BROKER shall freeze Owner's funds on account for the express purpose of negotiating and settling any claims the Tenant may have (if any) during their statute of limitations as a result of the property going into foreclosure. If a foreclosure is filed, Owner gives BROKER the authority and discretion to facilitate an amendable resolution with the Tenant to prevent the Tenant from causing problems with BROKER and/or Owner that are in the interests of the parties involved.

U. ENVIRONMENTAL HAZARDS and INJURIES SUFFERED BY TENANT(S): TENANT(S) are increasingly suing property Owner's and BROKERS for environmental hazards including but not limited to mold, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such

5. PROPERTY INFORMATION (PLEASE FILL OUT ONE FORM PER PROPERTY)

OFFICE USE ONLY

A. IS THE HOME CURRENTLY OCCUPIED: YES NO

(IF YES, PLEASE PROVIDE THE FOLLOWING: CURRENT LEASE, TENANT(S) CONTACT INFORMATION)

B. DATE AVAILABLE: (LEAVE BLANK FOR IMMEDIATELY) : _____

C. HOME WARRANTY YES NO

I. WARRANTY PROVIDER CONTRACT INFORMATION: _____

D. BEDROOMS: _____ **BATHROOMS:** _____ **SQ FT:** _____

E. GARAGE YES NO IF YES, # OF SPACES: _____ GARAGE KEY CODE (IF AVAILABLE): _____

F. ASSIGNED PARKING YES NO IF ASSIGNED PARKING, PLEASE ENTER YOUR PARKING SPACE NUMBER(S) _____

G. HOME ALARM SYSTEM YES NO IF YES, IS THE ALARM ACTIVE? YES NO ALARM CODE: _____

H. ARE DOGS APPROVED YES NO IF YES, PLEASE NOTE ANY RESTRICTIONS (e.g. no pets above 35lbs) _____

I. ARE CATS APPROVED YES NO IF YES, PLEASE NOTE ANY RESTRICTIONS (e.g. no pets above 35lbs) _____

(In general, pets we allow do not include vicious breeds, puppies or kittens)

J. PLEASE CIRCLE UTILITIES THAT WILL BE PAID BY LANDLORD & ARE INCLUDED IN THE RENTAL RATE:

CABLE ELECTRIC SEWER / SEPTIC WATER TRASH

K. IS POOL CARE PROVIDED BY OWNER: YES NO N/A ASSOCIATION PROVIDED

L. IS LAWN CARE PROVIDED BY OWNER: YES NO N/A ASSOCIATION PROVIDED

M. WHAT TYPE OF VIEW DOES YOUR HOME HAVE:

LAKE CANAL PRESERVE POOL GOLF COURSE PARKING LOT

N. KEYS

	FRONT DOOR	BACK DOOR	MAILBOX	POOL/CLUBHOUSE	ELECTRONIC CARDS	GATE OPENERS
QUANTITY						

O. IS THE HOME CURRENTLY FURNISHED: YES NO

I. IF YES, WILL YOU CONSIDER REMOVING THE FURNITURE FOR A TENANT? YES NO

P. PLEASE CIRCLE THE UNIT TYPE:

SINGLE FAMILY CONDO TOWNHOME ATTACHED VILLA CARRIAGE HOME

6. COMMUNITY INFORMATION (If any information is unknown, leave blank and broker will complete)

Community Name	_____	Guard Gate	Yes	No	
Association Management Company	_____	Guard Gate Code	Yes	No	If yes, code: _____
Association Management Contact #	_____	Guard Gate Phone #	_____		

(Please Circle One)

Community Restrictions

Community Pool	Yes	No	Motorcycles Allowed	Yes	No		
Community Spa	Yes	No	Trucks Allowed	Yes	No		
Community Clubhouse	Yes	No	Maximum number of cars	1	2	3	N/A
Cable Included	Yes	No					
Lawn Service Included	Yes	No					
Water Included	Yes	No					

Other Amenities not listed _____



Automated Deposit Authorization
(Addendum to Agreement)

This agreement amends, and is incorporated into, and forms a part of the Management Agreement of the above named Owner for all Property. Owner, as authorized signor on the following account, authorized Premier Property Management its successor and assigns, and the institution to initiate deposits to the designated bank account for any funds payable to Owner.

Timely Payment

All automatic deposits will be initiated for each lease installment period throughout the term of the Lease Agreement. Premier Property Management is hereby authorized to electronically transmit financial debits and credits pursuant to the Management Agreement.

Notice to Change

Owner agrees to deliver a written thirty (30) day notice of any account changes or closings. Failure to provide such notice will result in an assessment of \$25.00 immediately payable.

Notice to Cancel

This authorization will remain in effect until you submit thirty (30) days written notice to cancel. Owner shall not be entitled to future discounts created by this authorization.

▼ **Attach Voided Check Here** ▼

A light green check form with a large, bold, black 'VOID' watermark diagonally across the center. The form contains the following fields: 'Name' and 'Address' in the top left; 'Date' and 'Check #XXXX' in the top right; 'Pay to the order of' followed by a horizontal line; a dollar sign '\$' followed by a rectangular box for the amount; and the word 'Dollars' at the bottom right. At the bottom left and center, there are faint, mirrored representations of MICR lines.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

Part I Taxpayer Identification Number (TIN)	List account number(s) here (optional)																																				
<p>Enter your TIN in the appropriate box. 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 2. 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 2.</p> <p>Note: <i>If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</i></p> <div style="text-align: center;"> <table border="1" style="margin: 0 auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td></tr> </table> <p style="margin: 5px 0;">or</p> <table border="1" style="margin: 0 auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td></tr> </table> </div>	Social security number																		Employer identification number																		<p>Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)</p>
Social security number																																					
Employer identification number																																					

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

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 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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

- 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 Part II instructions and the separate **Instructions for the Requester of Form W-9.**

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.