



RED HAWK PROPERTY MANAGEMENT

Property Intake Form

Owner Information:

Owner Name(s) (As listed on Property Deed): _____

Owner Mailing(s) Address: _____

Phone: _____ Email: _____

Ownership Type: Individual Trust LLC Joint (Husband & Wife) Partnership

If ownership is joint with another person, do you want the income reported separately? Yes No

If yes, what is the ownership split? _____ (Please include percentages and names)

Are you a US Citizen with a SSN? Yes No If no, have you filed for your US ITIN with the IRS? Yes No

If you are a single member LLC, please note that we will need your individual SSN when you fill out the W-9. If you are a foreign national you will be required to have a US ITIN from the IRS so that your year-end reports can be completed properly.

Is the property being transferred from another Property Management Company? Yes No

If yes, please provide their name and contact information:

Name: _____ Email: _____ Phone: _____

Rental Property Information:

Property Address: _____

Property Type: Single Family Multi-Family # of Units _____

Current Status: Vacant Tenant Occupied If Occupied, Current Lease End Date _____

If Vacant, what is the current condition of the property: Rent Ready In Need of Repairs

Number of Bedrooms: _____ Number of Bathrooms: _____ Square Footage: _____ Year Built: _____

Garage Spaces: _____ Gate Code: _____ Alarm Code: _____ Parking Space: _____

Mailbox #: _____ Mailbox Location: _____



RED HAWK PROPERTY MANAGEMENT

Property Intake Form

Keys/ Remotes to be provided to RHPM: Door _____ Garage Remotes: _____
Other: _____

Appliances Included: Refrigerator Stove/Oven (Gas or Electric) Microwave
 Dishwasher Washer Dryer Other _____

Please note that if this information is not provided, owner will be responsible to repair any appliances at the property. **If a Washer and Dryer are included, they will be provided to the tenant As-Is, however, they must be in working condition upon move in.**

Utility Companies:

Electric: _____ Sewer: _____

Water: _____

Trash: _____ Gas: _____

Please confirm that Utilities* (Electric & Water only) are on at the property: Yes No

*Utilities must be on at the property while the property is vacant.

Does the property have Solar: Yes No If Yes, is it owned or leased: Owned Leased

If your property has solar, please be sure to provide our office with all pertinent information regarding the solar.

Pool: Community Private None Spa: Community Private None

HOA Name: _____ HOA Management Company: _____

Are there any utilities that are Included in your HOA dues? Yes No

If yes, please list them here _____

Are there any utilities that are provided by the HOA but charged to you monthly separate from your HOA dues that you would like to be charged to the tenant? Yes No

If yes, please list them here _____

Do you have a Home or Builder Warranty: Yes No

Home Warranty Information: Company Name _____

Policy Number: _____ Coverage Dates: _____ Contact Number: _____

Contact Email: _____ Is there a website for submitting requests: Yes No



RED HAWK PROPERTY MANAGEMENT

Property Intake Form

If Yes, Please provide the login information so we can submit work orders on your behalf to your home warranty company: _____

Homeowners Insurance information: Company: _____

Policy Number: _____ **Coverage Dates:** _____

Owner Preferences:

Pets Allowed: Yes No **Notes:** _____

Please note that RHPM does not accept cats nor any aggressive breed dogs

Pool Cleaning and Maintenance Services to be provided by: Owner Tenant HOA N/A

If you have a specific Pool Service Provider you would like to use please list them here with their name and number: _____

Landscaping Services Provided By: Front - Owner Tenant HOA

Back - Owner Tenant HOA

If you have a specific Landscaping Service Provider you would like to use please list them here with their name and number: _____

Do you authorize Red Hawk Property Management to use their trusted vendors for repairs on your rental property? Yes No If you have a specific vendor you would like us to use for all repairs, please note them here: _____

(Please note that if you have a home warranty that RHPM will contact them first and if not covered by the home warranty a vendor will be sent out.)

Additional Information:

Please feel free to provide any information you would like Red Hawk Property Management to know about your property. This can include Marketing Highlights or just general information:

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
November 2024

This document is not an employment agreement



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Firm Name ("Broker") Red Hawk Property Management
- 2. acting through Gerald (Jerry) F. Centner Jr.
LICENSEE'S NAME
- 3. hereby makes the following disclosure.

DISCLOSURE

- 4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as "Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the broker in the transaction.
- 7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:
 - 8. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
 - 9. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.
- 11. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
 - 12. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
 - 13. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 16. **III. Broker Representing both Seller and Buyer (Limited Representation Broker):** A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
 - 17. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered.
 - 18. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.
- 22. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 28. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

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3. BROKER RESPONSIBILITIES

35. Management and Leasing: Broker shall use its best efforts to:
36. (i) Manage, supervise the maintenance of, and operate the Property.
37. (ii) Lease or rent the Property, including negotiating for and entering into leases on behalf of Owner, for terms not in excess of:
38. 1 days month(s) X year(s) and rent in the amount of \$ TBD or as otherwise agreed
39. upon or accepted by Owner;
40. (iii) Collect rents, deposits, and other fees.

41. Marketing: Broker may advertise the Property for lease and place signs on the Property if permitted by the applicable rules and
42. regulations or governing homeowners' association. Owner X does does not authorize Broker to install and use a lockbox on the
43. Property containing the key to the Property. Owner acknowledges that a lockbox will permit access to the Property by other brokers,
44. with or without potential tenants. Owner further acknowledges that, from time to time, unauthorized persons may have gained access
45. to properties using lockboxes, and Broker is not insuring Owner or any occupant against theft, loss or vandalism resulting from any
46. access. Owner agrees that the Property will not be advertised through MLS unless Owner executes and delivers to Broker a
47. separate written agreement for listing the Property in the MLS.

(OWNER'S INITIALS REQUIRED) OWNER OWNER

49. Tenant Performance: Broker shall make reasonable efforts to screen potential tenant(s) and to collect rents, but does not guarantee
50. future performance of tenant(s) and is not obligated to refund to Owner any compensation or commissions in the event of tenant breach.

51. Repair and Maintenance: Broker shall assist Owner in the employment and supervision of all labor and contractors required for
52. the repair and maintenance of the Property at Owner's expense. All labor and contractors shall be deemed sub-contractors of the
53. Owner and not the Broker unless otherwise agreed in writing, and Broker shall not be liable or responsible for their acts, defaults
54. or negligence. Owner shall approve all expenditures in excess of \$500.00 for any one item, including repairs to
55. be paid by deductions from tenant's deposits, except that no Owner approval shall be required for recurring operating expenses
56. or emergency repairs if in the sole discretion of the Broker such repairs are necessary to protect the Property from damage or to
57. maintain services to the tenant as required by the lease(s).

58. Property Management Trust Account: Broker shall deposit all Property rents, miscellaneous income, tenant security deposits and
59. Owner's reserve funds into Broker Property Management Trust Account(s) ("PMTA"), which shall be maintained as required by law.
60. The PMTA may earn interest, which shall be paid to Broker as additional compensation for Broker's services.

61. Disbursements: Broker shall disburse to Owner by the 15th day of the month or the first business day thereafter, rent and
62. other funds due and collected, after deducting all fees, bills or other amounts due, Broker compensation, commissions, and other
63. operating expenses and funds required to maintain the reserve account. Broker shall not disburse tenant's refundable security
64. deposits, prepaid rent or other prepaid funds to Owner until earned, unless instructed otherwise by Owner.

65. Accounting Report: Broker shall issue Owner a report with an accounting of all funds collected and/or disbursed on the Owner's
66. behalf, including the balance of the tenant security deposits

67. X monthly quarterly annually other or as otherwise required by law.

68. Tax Reporting: Broker shall report Owner income as required by law and issue Owner an IRS 1099 Miscellaneous Income form for
69. all funds received for tax purposes. Owner agrees to complete a W-9 or other applicable income reporting form with an accurate
70. Social Security Number or Tax Identification Number and address, in addition to any other requested information or required tax
71. reporting form, and to notify Broker if changes require the information to be updated.

72. Personal Information: Broker shall comply with all applicable laws concerning the retention and disclosure of personal and financial
73. information obtained from both Owner and tenant.

4. OWNER REPRESENTATIONS AND RESPONSIBILITIES

74. Owner Representation: Owner represents that (i) Owner has the legal authority to lease the Property, (ii) no other real estate
75. broker represents Owner in connection with the Property; (iii) there is no pending or anticipated sale, exchange, transfer, foreclosure,
76. bankruptcy or other proceeding that could affect the ability to lease the Property. Owner shall immediately notify Broker of any
77. changes in these representations.

78. Disclosure: Owner shall disclose in writing all material (important) facts regarding the Property to Broker, including all physical,
79. environmental, and other conditions that affect the Property and any violations of applicable building, zoning, fire, health, and safety
80. codes. Owner shall immediately notify Broker of any changes in the disclosures made herein or otherwise. Owner acknowledges that
81. the failure to make legally required disclosures may result in civil liability.

(OWNER'S INITIALS REQUIRED) OWNER OWNER >>

Initials> OWNER OWNER



- 83. **Lead-Based Paint:** Owner shall comply with all lead-based paint laws. If the Property was built prior to 1978, Owner shall notify Broker of any
- 84. known lead-based paint ("LBP") or LBP hazards in the Property and provide Broker with any LBP risk assessments or inspections of the Property.
- 85. Further, Owner shall use EPA Lead-Safe certified contractors to perform renovation, repair or painting projects that disturb lead-based paint.
- 86. **Swimming Pool Barrier Regulations:** Owner, at Owner's expense, shall comply with all applicable state, county, and municipal
- 87. swimming pool barrier laws or regulations prior to the Property being occupied.
- 88. **Documentation:** Owner shall provide to Broker copies of all relevant documents pertaining to the Property, including but not limited
- 89. to, covenants, conditions, and restrictions (CC&Rs), homeowners association governing documents, service contracts, leases/rental
- 90. agreements, notices of pending special assessments, association fees, claims or litigation, personal property lists and any other
- 91. agreements, documents, studies, or reports relating to the Property.
- 92. **Responsibility to Tenant:** Owner shall fulfill all Owners' obligations to tenant pursuant to the lease/rental agreement and as
- 93. required by law.
- 94. **Authorized Access:** Owner shall not visit Property or contact tenant without five (5) business days or _____ business days prior
- 95. notice to Broker to allow Broker sufficient time to provide tenant with any legally required notice. Owner shall not enter the property
- 96. unless accompanied by the Broker.
- 97. **Inquiries/Negotiations:** Owner shall refer all inquiries regarding the Property, including inquires regarding lease or lease renewals,
- 98. to Broker and all negotiations regarding the Property shall be conducted solely by or under the direction of Broker.
- 99. **Sale or Transfer of Property:** In the event Owner decides to sell, exchange or transfer the Property, Owner shall notify Broker immediately.
- 100. **Foreclosure:** Owner shall pay all loan obligations, property taxes, association fees and any other obligations which could lead to a
- 101. foreclosure action. Owner shall notify Broker and tenant within ten (10) days after receipt of notice of any trustee's sale or judicial
- 102. foreclosure related to the Property, or as otherwise prescribed by law.
- 103. **Broker's Employees:** Owner shall not hire or contract with any employee of Broker to do any work or perform any service related to
- 104. the Property without Broker's written consent.
- 105. **Registration, Licensure and Tax:** Owner, at Owner's expense, shall register the Property with the County Assessor and, if residing
- 106. out-of-state, designate a statutory agent who lives in Arizona to accept legal service on behalf of Owner. Owner agrees to purchase
- 107. any business license or other license required by the applicable governmental authority and pay any fees or taxes when due.
- 108. **Operating Reserve Account:** Owner shall maintain a reserve account operating balance of \$ 500.00 in the PMTA to meet
- 109. obligations in the event of a shortage of current rental income or emergencies. Broker, in Broker's sole discretion, may, but shall
- 110. not be obligated to, advance Broker funds on behalf of Owner to keep Owner's account open or to avoid charges for an insufficient
- 111. minimum balance. Owner shall reimburse Broker for all advanced funds, interest or fees upon demand and remit any funds to Broker
- 112. necessary to maintain reserve account at the agreed upon amount.
- 113. **Insurance:** Owner, at Owner's sole expense, shall maintain adequate Property insurance, public liability insurance and any other
- 114. necessary insurance on the Property, in an adequate amount to protect the interests of Owner and Broker. Owner shall name Broker
- 115. as co-insured on all insurance policies covering the Property and provide Broker with Certificates of Insurance or copies of the
- 116. policies. Such insurance shall remain in full force and effect during the term of this Agreement and any renewals thereof.
- 117. **Legal and Tax Advice:** Owner recognizes, acknowledges, and agrees that Broker is not qualified or licensed to provide legal or
- 118. tax advice. Only an attorney is qualified to represent the Owner in court. Owner shall consult with an attorney, professional tax
- 119. consultant, or other qualified licensed professional to advise Owner with respect to legal or tax issues.
- 120. **Release of Claims:** Owner hereby expressly releases, holds harmless and indemnifies Broker from any and all claims liability,
- 121. damages or legal actions arising from the management of the Property, including liability from any injury suffered by an employee or
- 122. other person on the Property, liability in connection with any trustee's sale or judicial foreclosure of the Property or in connection with
- 123. prior management of the property and/or any deposits not released to the Broker. Owner agrees to promptly and diligently defend,
- 124. at Owner's sole expense, any claim, legal action or other proceeding brought against the Broker arising from the management
- 125. of the Property, except in the case of Broker's willful misconduct and/or gross negligence. Owner agrees to reimburse Broker for
- 126. any monies which the Broker expends in connection with, or in defense of, any claim, civil or criminal action proceeding, charge or
- 127. prosecution made, instituted, or maintained against Broker, or Owner and Broker jointly or severally.

(OWNER'S INITIALS REQUIRED) _____ OWNER _____ OWNER

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Initials>

OWNER	OWNER



5. COMPENSATION

129. BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING
130. SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND OWNER IN THIS AGREEMENT.

131. (OWNER'S INITIALS REQUIRED) _____ OWNER _____ OWNER

132. Owner agrees to compensate Broker for services rendered as set forth below.

133. Management Fees: Management fee(s) will be charged each month during the term of this Agreement regardless of whether or not
134. the Property is occupied by a tenant, as follows:

135. [X] Owner agrees to pay Broker a management fee of \$125.00 when the
136. Property is leased to a tenant.

137. [X] Owner agrees to pay Broker a management fee of Zero when the
138. Property is vacant.

139. [X] Owner agrees to pay Broker \$250.00 onboarding fee at signing of Property Management
140. Agreement if property is occupied. Should that tenant move out 6 month's or sooner
141. from start of management, another \$250 management fee will be due at time of tenant
142. move out.
143. _____

144. Management fees shall not be charged on sales tax.

145. Leasing Commission: Owner agrees to pay Broker a commission of Equal to 1/2 month's rent if Broker produces a
146. ready, willing and able tenant, or if a rental of the Property is made by Owner or through any other broker, or otherwise, during the
147. term of this Agreement for services rendered. Owner agrees to pay a commission of \$75.00 for
148. any holdovers or rental renewal, regardless of whether or not this Agreement has expired.

149. Sales Commission: Owner agrees to pay Broker a commission of N/A if during the term of
150. any lease of the Property, including any renewals or holdovers, or within N/A days after lease termination, any tenant or
151. tenant's heirs, executors or assigns enter into an agreement with Owner to purchase the Property.

152. Miscellaneous Owner Fees: Owner agrees to pay Broker the following fees for additional services:

153. [] Initial clean up /Property preparation fee: \$ N/A

154. [] Set up fee: \$ N/A

155. [] Marketing and Advertising fee: \$ N/A

156. [] Insurance coordination fee: \$ N/A

157. [] Document duplication fee: \$ N/A

158. [] Re-key fee: \$ N/A

159. [] Statutory agent fee: \$ N/A

160. [X] Other: One inspection per year while the property is occupied will be done at no
161. charge. Additional inspections will be performed upon request at \$75 per
162. inspection. This includes a written report and photos to the owner.

164. Other professional service fees shall be established by separate written agreement.

164. Broker [X] does [] does not charge for in-house services. (Explain) From time to time, Broker may utilize an

165. RHPM employee for cleaning, landscape, maintenance or general rent ready services

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Initials>

Table with 2 columns: OWNER, OWNER



- 166. **Miscellaneous Tenant/Third Party Fees:** Owner agrees that Broker may charge the tenant the following fees, which Broker shall
- 167. retain as additional compensation for services:
- 168. Application fee: \$ 49.95
- 169. Not Sufficient Funds (returned check) fee: \$ 75.00
- 170. Service of notice fee: \$ 50.00
- 171. Late fee: \$ **\$100 on 2nd + \$20 per day**
- 172. Other: Tenant Monthly Processing Fee/Admin Fees as per Tenant lease.

6. REMEDIES

- 173. **Alternative Dispute Resolution:** Owner and Broker agree to mediate any dispute or claim arising out of or relating to this
- 174. Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or
- 175. claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an
- 176. arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute
- 177. shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate
- 178. Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be
- 179. entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within
- 180. thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the
- 181. right to resort to court action.
- 182. **Attorney Fees and Costs:** The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded
- 183. their reasonable attorney fees and costs. Costs shall include, without limitation: attorney fees, expert witness fees, fees paid to
- 184. investigators, and arbitration costs.

7. ADDITIONAL TERMS AND CONDITIONS

- 185. *If there is an HOA for subject property, it is the responsibility of the owner to
- 186. pay said invoices. *While the property is vacant, the Owner shall be responsible to
- 187. turn on/off the water and electric to subject property. Further they are responsible
- 188. to pay said utility invoices, during this time. The owner will be notified by RHPM of
- 189. the tenants move in date, so they can schedule the utilities off effective that
- 190. date.*Contrary to line 46 - 47, Owner allows RHPM to list the Premises on the
- 191. Multiple Listing Service (ARMLS) as determined necessary by Broker. Information about
- 192. the Premises may be provided to ARMLS to be published and disseminated, in whole or
- 193. in part, in printed or electronic form, including via the Internet, to ARMLS
- 194. participants and the general public, even after the cancellation or expiration of the
- 195. Property Management Agreement. Broker is authorized to report rental of the Premises,
- 196. and its price and terms for dissemination through ARMLS or otherwise to authorized
- 197. ARMLS participants and to the public for use by companies engaged in selling
- 198. information for various purposes, including but not limited to, appraisals or
- 199. evaluations of tax assessments.*Owner gives Broker permission to utilize self touring
- 200. lockboxes for showings of the Premises.
- 201. _____
- 202. _____
- 203. _____

- 204. **Equal Housing Opportunity:** Broker and Owner shall comply with all federal, state and local fair housing laws and regulations.

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Initials>		
	OWNER	OWNER



- 205. **Assignment:** Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior
- 206. consent of the other, and any attempted assignment without consent shall be void and of no effect.
- 207. **Other Owners:** Owner acknowledges and agrees that Broker may now or in the future represent other owners and tenants of
- 208. other similar properties.
- 209. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 210. **Notices/Statements/Reports:** Unless otherwise provided, delivery of all notices, statements, reports, and disbursements ("Notice")
- 211. required or permitted hereunder shall be in writing addressed to Owner or Broker as indicated in Sections 8 and 9 and deemed
- 212. delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses
- 213. are provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be
- 214. deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.
- 215. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
- 216. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Property Management Agreement
- 217. between Owner and Broker, shall supersede any other written or oral agreements, and can be modified only by a writing signed by
- 218. Owner and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of
- 219. this Agreement. The failure to initial any page of this Agreement shall not affect its validity or terms.
- 220. The undersigned agree to the terms and conditions set forth herein.

8. OWNER

221. _____ MO/DA/YR _____ MO/DA/YR
 OWNER'S/AUTHORIZED REPRESENTATIVE'S SIGNATURE OWNER'S/AUTHORIZED REPRESENTATIVE'S SIGNATURE

222. _____
 OWNER'S/AUTHORIZED REPRESENTATIVE'S PRINTED NAME OWNER'S/AUTHORIZED REPRESENTATIVE'S PRINTED NAME

223. _____
 ADDRESS ADDRESS

224. _____ STATE _____ STATE _____
 CITY CITY ZIP CODE CITY CITY ZIP CODE

225. _____
 TELEPHONE FAX TELEPHONE FAX

226. _____
 EMAIL EMAIL

227. _____
 EMERGENCY CONTACT AUTHORIZED TO ACT ON OWNER'S BEHALF TELEPHONE EMAIL

9. BROKER

228. _____ MO/DA/YR _____ MO/DA/YR
 BROKER SIGNATURE SALESPERSON'S SIGNATURE

229. **Gerald (Jerry) F. Centner Jr.** **jc455**
 PRINT SALESPERSON'S NAME AGENT CODE MO/DA/YR

230. **Red Hawk Property Management** **reha001**
 BROKER FIRM NAME FIRM CODE

231. **2451 E. Baseline Rd. #410** **Gilbert** **AZ** **85234**
 ADDRESS CITY STATE ZIP CODE

232. **(480) 396-9766** **(480) 323-2583**
 TELEPHONE FAX

233. **jerry@azrhr.com**
 EMAIL

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR

Initials>

OWNER	OWNER





Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
Fax: 480.323.2583
www.RedHawkPM.com

Agency Notification for HOA

HOA Name: _____

Premises: _____

Owner: _____

To whom it may concern;

Please make a note in your files that Red Hawk Property Management has been hired to manage this property. Our contact information is provided here.

Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Phone: 480-396-9766
Fax: 480-323-2583

Please provide a copy of all HOA Rules and Regulations to Red Hawk Property Management at your earliest convenience. Furthermore, this notification gives you approval to speak with any staff member of Red Hawk Property Management on our behalf regarding the condition of the property or any rules violations.

Should you have any questions regarding this notification, please contact our office.

Sincerely,

Gerald (Jerry) Centner
Landlord, Designated Broker
Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
480-396-9766

Owner Signature: _____ Date: _____

Owner Print Name: _____

Address: _____

Phone: _____ Email: _____

HOA Management Company Information:

Name: _____

Address: _____

Phone: _____ Email: _____

Fax: _____

Association Rules & Fines can be found at: <http://>_____

If HOA rules & fines are not available online, a copy must be provided to Red Hawk Property Management.



Eddie Cook
Maricopa County Assessor

RESIDENTIAL RENTAL PROPERTY REGISTRATION

Pursuant to A.R.S. § 33-1902, this form must be completed by an owner of Residential Rental Property. "Residential rental property" means property that is used solely as leased or rented property for residential purposes. Visit azleg.gov for more information.

PROPERTY INFORMATION

Parcel Number: _____ - _____ - _____ or Mobile Home Account Number: _____

Property Street Address: _____

City: _____ State: _____ Zip Postal/Code: _____ Year Built: _____

OWNERSHIP INFORMATION

Owner's Name: _____ Phone: _____

Mailing Address: _____ City: _____ State: _____ Zip Postal/Code: _____

Country: _____ Email: _____

Required: Corporate Officer, Managing/Administrative Member, General Partner, Trustee information below:

Contact Name: _____ Phone: _____

Mailing Address: _____ City: _____ State: _____ Zip Postal/Code: _____

Country: _____ Email: _____

OUT-OF-STATE OWNER'S DESIGNATION OF STATUTORY AGENT

A.R.S. § 33-1902(b) Requires a property owner who does not reside in Arizona to designate a statutory agent who does live in the state of Arizona to accept legal service on his/her behalf.

Contact Name: _____ Phone: _____

Mailing Address: _____ City: _____ State: _____ Zip Postal/Code: _____

Country: _____ Email: _____

QUALIFIED FAMILY MEMBER or RENTED/LEASED TO LODGER PROPERTIES (CHECK ONE)

Supporting Documentation is Required

[] Primary Residence of Qualified Family Member: Members include: a natural or adopted child or grandchild; a stepson or stepdaughter of the owner; the father or mother of the owner, grandparent, or great-grandparent of the owner; a stepfather or stepmother of the owner; a son-in-law, daughter-in-law, father-in-law, or mother-in-law or natural or adopted brother or sister of the owner. Provide documents for Family member: Copy of Driver's License, Maricopa County Voter Registration, or two of the following - first two pages of Federal or State Tax Return showing address, Arizona Vehicle Registration, or Utility Bill

Renter/Occupant Name: _____ Relationship to Owner: _____

[] PRIMARY RESIDENCE RENTED/LEASED TO LODGERS: Used for residential purposes and occupied by the owner as the owner's primary residence, who also uses the property for lease or rent to lodgers. Provide documents for owner: Copy of Driver's License, Maricopa County Voter Registration, or two of the following - first two pages of Federal or State Tax Return showing address, Arizona Vehicle Registration, or Utility Bill

I HEREBY ATTEST TO AND AFFIRM THAT THIS INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE. FURTHERMORE, I UNDERSTAND THIS REQUEST MAY RESULT IN A TAX INCREASE.

Printed Name of Owner/Statutory Agent

Owner/Statutory Agent Signature

Date



PINAL COUNTY ASSESSOR

PO Box 709 • Florence, AZ 85132

Phone: (520) 866-6361

Fax: (520) 866-6353

<http://www.pinalcountyz.gov/Departments/Assessor>

NOTIFICATION OF ARIZONA RESIDENTIAL RENTAL PROPERTY

Pursuant to A.R.S. §33-1901 and 33-1902

INSTRUCTIONS: In compliance with **ARS §33-1902(A)**: an owner of residential property shall maintain with the Assessor in the county where the property is located information required by this section in a manner to be determined by the Assessor. If the property is owned by a corporation, limited liability company partnership, limited partnership, trust or real estate investment trust, include the name, address and telephone number of the business entity and the statutory agent, if applicable.

Pursuant to **ARS §33-1902 (B)**: an out-of-state owner of residential rental property shall designate and record with the County Assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. A person who fails to comply with any provision of this section shall be assessed a civil penalty of one thousand dollars, plus an additional one hundred dollars for each month after the date of the original violation until compliance occurs.

Retain a copy of this completed form for your records

Parcel Number: _____

Pursuant to ARS§33-1902(I), a fee of \$10 must accompany this registration form for each initial registration and each change of information in the registry. **This fee is non-refundable.**

Make checks payable to: Pinal County Assessor

For Unsecured Mobile Homes Only

List Tax Roll #: _____

**Mail completed registration to: Pinal County Assessor
PO Box 709
Florence, AZ 85132**

PROPERTY INFORMATION

List County where property is located (*required*): _____

Property Type: Single Family Residence Multiple Family Residence Mobile Home MH/RV Park Space

Property Site Address: _____

City/Town: _____, AZ ZIP: _____

List the year the building was built: _____

OWNERSHIP INFORMATION

Property Owner(s) / Business Entity: _____

Street Address (or P.O. Box): _____

City / State _____ Zip: _____ Telephone #: _____

CHECK BELOW TO INDICATE FORM OF OWNERSHIP

- Property Owner**, list name of owner: _____
- Corporation**, list name of corporate officer: _____
- Limited Liability Company**, list name of managing or administrative member: _____
- Partnership**, list name of general partner: _____
- Limited Partnership**, list name of general partner: _____
- Trust**, list name of trustee: _____
- Real Estate Investment Trust**, list name of general partner or officer: _____

OUT-OF-STATE OWNER'S DESIGNATION OF AGENT

A.R.S. §33-1902(B) requires an out of state owner to designate a statutory agent who resides in Arizona to accept legal service on behalf of the owner of residential rental property.

Name of statutory agent: _____ Address: _____

City: _____, AZ Zip: _____ Telephone#: _____

REQUIREMENT TO UPDATE INFORMATION:

Under penalty of law the owner(s) of Arizona residential rental property shall update any information listed above within ten days after a change in the information occur.

I hereby affirm that the information included or attached is true and correct.

Print Name

Print Name

Signature

Date



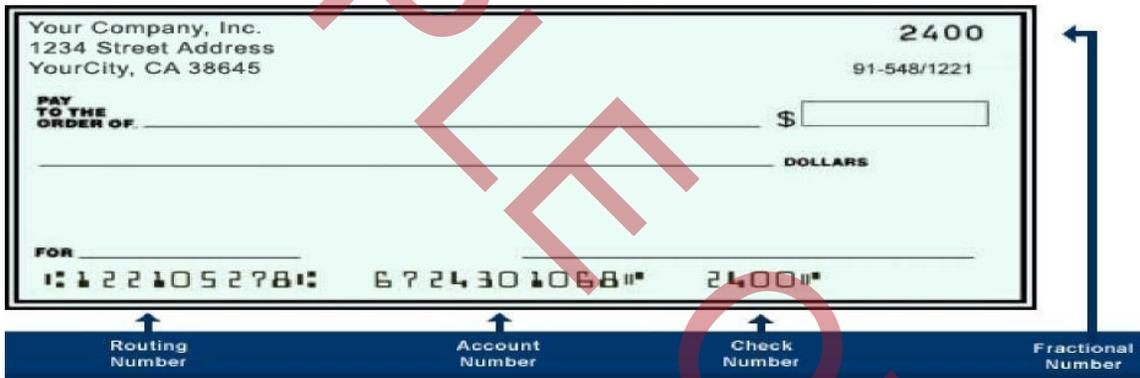
Direct Deposit Enrollment Form

Owner Name: _____

I do not wish to enroll in Direct Deposit.

Check One of the Following: Checking Saving

Bank Name Routing Number (9 digits) Checking Account #



***In order for Red Hawk Property Management to finalize the set up of your Direct Deposit email a voided check ownersupport@azhr.com. Please do not include Deposit slips. If a voided check is not received your Direct Deposit will not be set up.**

I hereby authorize JP Morgan Chase to deposit any amounts owed to me as instructed by Red Hawk Property Management listed above by initiating credit entries to my account at the financial institution indicated on this form. In the event that JP Morgan Chase deposits funds erroneously into my account, I authorize JP Morgan Chase to debit my account for an amount not to exceed the original amount of the erroneous credit. This includes any property named on the original Property Management Agreement and added by any future addendums.

Owner:

Print Name _____

Signature _____

Date _____



Instructions for Form W-8ECI



Department of the Treasury
Internal Revenue Service

(Rev. October 2021)

Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States

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

Future developments. For the latest information about developments related to Form W-8ECI and its instructions, such as legislation enacted after they were published, go to [IRS.gov/FormW8ECI](https://www.irs.gov/FormW8ECI).

What's New

New line 12, securities dealer exception from section 1446(f) withholding. The Tax Cuts and Jobs Act (TCJA), added section 1446(f), which generally requires that if any portion of a gain on any disposition of an interest in a partnership would be treated under section 864(c)(8) as effectively connected gain, the transferee purchasing that partnership interest from a foreign transferor must withhold a tax equal to 10% of the amount realized on the disposition. Final regulations under section 1446(f) published in T.D. 9926 (85 FR 76910) on November 30, 2020, (the final regulations) provide that for transfers of publicly traded partnership interests (PTP interests), a broker effecting a transfer of a PTP interest on behalf of a foreign partner must perform the withholding. Form W-8ECI and these instructions have been updated to incorporate the use of this form for transfers of PTP interests by dealers in securities eligible to claim an exception from the withholding under the final regulations. Withholding on transfers of interests in PTPs and related provisions of those final regulations apply to transfers that occur on or after January 1, 2023. See [Notice 2021-51](#), 2021-36 I.R.B. 361, for more information.

Line 4. Line 4, "Type of entity," has been updated. The general classification for foreign government has been removed and replaced with the two possible classifications for a foreign government: (i) an integral part of a foreign government; or (ii) an entity that is controlled by a foreign government. See Temporary Regulations section 1.892-2T. See the instructions for [Line 4](#), later.

New lines 8a and 8b. New line 8b, "Check if FTIN not legally required," has been added for account holders otherwise required to provide an FTIN on new line 8a, "Foreign tax identifying number (FTIN)," to indicate that they are not legally required to obtain an FTIN from their jurisdiction of residence. See the instructions for [Line 8a](#), and [Line 8b](#), later.

Section 6050Y(b) reporting. These instructions have been updated to reference the use of Form W-8ECI by a foreign seller of a life insurance contract or interest therein for purposes of the reporting required under section 6050Y(b). See Regulations section 1.6050Y-3(f)(1).

Electronic signature. These instructions have been updated to include additional guidance included in final regulations issued under chapter 3 (T.D. 9890)

concerning the use of electronic signatures on withholding certificates. See [Signature](#), later.

General Instructions

Note. For definitions of terms used throughout these instructions, see [Definitions](#), later.

Purpose of Form

Foreign persons are generally subject to U.S. tax at a 30% rate on income they receive from U.S. sources. However, no withholding under section 1441 or 1442 is required on income that is, or is deemed to be, effectively connected with the conduct of a trade or business in the United States and is includible in the beneficial owner's gross income for the tax year.

This withholding exception does not apply to personal services income performed by an individual. Separate withholding requirements apply to a foreign person's amount realized from dispositions of U.S. real property interests (section 1445), to a foreign partner's share of effectively connected taxable income (section 1446(a)), and to a foreign person's amount realized from the disposition for a gain of an interest in a partnership engaged in a U.S. trade or business (section 1446(f)). With respect to section 1446(f), an exception from withholding applies to a foreign dealer that transfers a PTP interest if the foreign dealer provides this Form W-8ECI and is able to make the certifications set forth on line 12. See Regulations section 1.1446(f)-4(b)(6).

Income effectively connected with the conduct of a trade or business in the United States is not a withholdable payment under chapter 4 and thus is not subject to withholding under section 1471 or 1472.

If you receive effectively connected income from sources in the United States, you must provide Form W-8ECI to:

- Establish that you are not a U.S. person;
- Claim that you are the beneficial owner of the income for which Form W-8ECI is being provided or are an entity engaged in a U.S. trade or business submitting Form W-8ECI on behalf of your owners, partners, or beneficiaries; and
- Claim that the income is effectively connected with the conduct of a trade or business in the United States.

If you expect to receive both income that is effectively connected and income that is not effectively connected from a withholding agent, you must provide Form W-8ECI for the effectively connected income and Form W-8BEN, Form W-8BEN-E, Form W-8EXP, or Form W-8IMY (as appropriate) for income that is not effectively connected.

If you submit Form W-8ECI to a partnership, the income claimed to be effectively connected with the

conduct of a U.S. trade or business is subject to withholding under section 1446(a). If a nominee holds an interest in a partnership on your behalf, you, not the nominee, must submit the form to the partnership or nominee that is the withholding agent, except as otherwise provided.

If you are a foreign partnership, a foreign simple trust, or a foreign grantor trust with effectively connected income, you can submit Form W-8ECI without attaching Forms W-8BEN, W-8BEN-E, or other documentation for your foreign partners, beneficiaries, or owners.

A withholding agent or payer of the income can rely on a properly completed Form W-8ECI to treat the payment associated with the Form W-8ECI as a payment to a foreign person who beneficially owns the amounts paid and is either entitled to an exemption from withholding under sections 1441, 1442, 1471, or 1472 because the income is effectively connected with the conduct of a trade or business in the United States or is subject to withholding under section 1446(a) and (f).

Provide Form W-8ECI to the withholding agent or payer before income is paid, credited, or allocated to you. Failure by a beneficial owner to provide a Form W-8ECI when requested may lead to withholding at the 30% rate or the backup withholding rate under section 3406.

Additional information. For additional information and instructions for the withholding agent, see the [Instructions for the Requester of Forms W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, and W-8IMY](#).

Who Must Provide Form W-8ECI

You must give Form W-8ECI to the withholding agent or payer if you are a foreign person and you are the beneficial owner of U.S. source income that is (or is deemed to be) effectively connected with the conduct of a trade or business within the United States or are an entity (including a foreign partnership or foreign trust) engaged in a U.S. trade or business submitting this form on behalf of your owners, partners, or beneficiaries.

You must provide Form W-8ECI if you are a foreign transferor that is a dealer in securities (as defined in section 475(c)(1)) that seeks to claim the exception from withholding under Regulations section 1.1446(f)-4(b)(6) on an amount realized from the transfer of a PTP interest. See the instructions for [Line 12](#), later.

You must provide Form W-8ECI to the section 6050Y(b) issuer (as defined under Regulations section 1.6050Y-1(a)(8)(iii)), if you are the seller of a life insurance contract or an interest therein and the income from the sale is effectively connected with your trade or business in the United States. In such a case, reporting under section 6050Y may apply with respect to the sale. See Regulations section 1.6050Y-3(a) and (f)(1).

Do not use Form W-8ECI if:

- You are a nonresident alien individual who claims exemption from withholding on compensation for independent or certain dependent personal services performed in the United States. Instead, provide Form 8233 or Form W-4;
- You are the beneficial owner of a payment subject to withholding and are claiming an exemption from

withholding for a reason other than a claim that the income is effectively connected with the conduct of a trade or business in the United States. For example, if you are a foreign person who is the beneficial owner of U.S. source income that is not effectively connected with a U.S. trade or business and you are claiming a reduced rate of withholding under an applicable income tax treaty in effect, do not use Form W-8ECI. Instead, provide Form W-8BEN or Form W-8BEN-E;

- You are a foreign person receiving proceeds from the disposition of a U.S. real property interest. Instead, see Form 8288-B;
- You are filing for a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section 115(2), 501(c), 892, 895, or 1443(b). Instead, provide Form W-8EXP. However, you should use Form W-8BEN-E if you are claiming treaty benefits or are providing the form only to claim exempt recipient status for backup withholding purposes. You should use Form W-8ECI, however, if you received effectively connected income (for example, income from commercial activities);
- You are acting as an intermediary (acting not for your own account or for that of your partners, but for the account of others as an agent, nominee, or custodian) or qualified intermediary with respect to a payment subject to withholding. Instead, provide Form W-8IMY;
- You are a foreign partnership or foreign trust acting in your capacity as a withholding foreign partnership or a withholding foreign trust for purposes of sections 1441, 1442, and 1471 through 1474. A withholding foreign partnership is, generally, a foreign partnership that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each partner's distributive share of income subject to withholding that is paid to the partnership. A withholding foreign trust is, generally, a foreign simple trust or a foreign grantor trust that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each beneficiary's or owner's distributive share of income subject to withholding that is paid to the trust. Instead, provide Form W-8IMY;
- You are a foreign corporation that is a personal holding company receiving compensation described in section 543(a)(7). Such compensation is not exempt from withholding as effectively connected income but can be exempt from withholding on another basis;
- You are a foreign partner in a partnership and the income allocated to you from the partnership is effectively connected with the conduct of the partnership's trade or business in the United States. Instead, provide Form W-8BEN or Form W-8BEN-E (as applicable). However, if you made or will make an election under section 871(d) or 882(d), provide Form W-8ECI. In addition, if you are otherwise engaged in a trade or business in the United States and you want your allocable share of income from the partnership to be subject to withholding under section 1446, provide Form W-8ECI;
- You are a transferor of a partnership interest with respect to section 1446(f), unless this Form W-8ECI is

provided by a foreign dealer to claim an exception from withholding on the amount realized from the transfer of a PTP interest when it is able to make the certifications set forth on line 12. See Regulations section 1.1446(f)-4(b)(6).

Giving Form W-8ECI to the withholding agent. Do not send Form W-8ECI to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment, who credits your account, or a partnership that allocates income to you. Give Form W-8ECI to the person requesting it before the payment is made, credited, or allocated. If you do not provide Form W-8ECI, the withholding agent must withhold at the 30% rate or the backup withholding rate. A separate Form W-8ECI must generally be given to each withholding agent.

U.S. branch of foreign bank or insurance company. A payment to a U.S. branch of a foreign bank or a foreign insurance company that is subject to U.S. regulation by the Federal Reserve Board or state insurance authorities is presumed to be effectively connected with the conduct of a trade or business in the United States if the withholding agent has an EIN provided by the branch. The presumption does not apply if the branch provides a withholding agent with a Form W-8BEN-E for the income.

Expiration of Form W-8ECI. Generally, a Form W-8ECI will remain valid for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8ECI signed on September 30, 2020, generally remains valid through December 31, 2023.

Change in circumstances. If a change in circumstances makes any information on the Form W-8ECI you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you must file a new Form W-8ECI or other appropriate form. For example, if during the tax year any part or all of the income is no longer effectively connected with the conduct of a trade or business in the United States, your Form W-8ECI is no longer valid. You must notify the withholding agent and provide Form W-8BEN, W-8BEN-E, W-8EXP, or W-8IMY. See Regulations section 1.1441-1(e)(4)(ii)(D) for the definition of a change in circumstances for purposes of chapter 3, and Regulations section 1.1471-(c)(6)(ii)(E) for purposes of chapter 4.

Definitions

Amount realized from the sale of a PTP interest. For purposes of withholding under section 1446(f) on the transfer of a PTP interest, the amount realized is the amount of gross proceeds (as defined in Regulations section 1.6045-1(d)(5)) paid or credited to the customer or other broker (as applicable). The amount realized on a distribution from a PTP is the amount of the distribution reduced by the portion of the distribution that is attributable to the cumulative net income of the partnership (as determined under Regulations section 1.446(f)).

Beneficial owner. For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income.

Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (a foreign trust that is described in section 651(a)) are generally the beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of a foreign grantor trust (a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself.

Generally, these beneficial owner rules apply for purposes of sections 1441, 1442, and 1446(a) or (f), except that section 1446(a) and (f) require a foreign simple trust to provide a Form W-8 on its own behalf rather than on behalf of the beneficiary of such trust.

The beneficial owner of income paid to a foreign estate is the estate itself.

A payment to a U.S. partnership, U.S. trust, or U.S. estate is treated as a payment to a U.S. payee. A U.S. partnership, trust, or estate should provide the withholding agent with a Form W-9. However, for purposes of section 1446(a), a U.S. grantor trust or disregarded entity should not provide the withholding agent a Form W-9 pertaining to itself. Instead, the entity must provide a Form W-8 or Form W-9 pertaining to each grantor or owner, as appropriate, and in the case of a trust, a statement identifying the portion of the trust treated as owned by each such person. For purposes of section 1446(f), the grantor or owner must provide a Form W-8 or Form W-9 to certify its status and the amount realized allocable to the grantor or owner, which, alternatively, can be provided by the U.S. grantor trust on behalf of a grantor or owner.

Chapter 3. Chapter 3 means chapter 3 of the Internal Revenue Code (Withholding of Tax on Nonresident Aliens and Foreign Corporations), excluding sections 1445 and 1446.

Chapter 4. Chapter 4 means chapter 4 of the Internal Revenue Code (Taxes to Enforce Reporting on Certain Foreign Accounts). Chapter 4 contains sections 1471 through 1474.

Disregarded entity. A business entity that has a single owner and is not a corporation under Regulations section 301.7701-2(b) is disregarded as an entity separate from its owner. A disregarded entity does not submit Form W-8ECI to a partnership for purposes of section 1446. Instead, the owner of such entity provides the appropriate documentation. See Regulations section 1.1446-1.

Effectively connected income. Generally, when a foreign person engages in a trade or business in the United States, all income from sources in the United States other than fixed or determinable annual or periodical (FDAP) income (for example, interest, dividends, rents, and certain similar amounts) is considered income effectively connected with a U.S. trade or business. FDAP income may or may not be effectively connected with a U.S. trade or business. Factors to be considered to determine whether FDAP income and similar amounts from U.S. sources are effectively connected with a U.S. trade or business include whether:

- The income is from assets used in, or held for use in, the conduct of that trade or business; or
- The activities of that trade or business were a material factor in the realization of the income.

There are special rules for determining whether income from securities is effectively connected with the active conduct of a U.S. banking, financing, or similar business. See section 864(c)(4)(B)(ii) and Regulations section 1.864-4(c)(5)(ii) for more information.

Effectively connected income, after allowable deductions, is taxed at graduated rates applicable to U.S. persons and resident aliens, rather than at the 30% rate. You must report this income on your annual U.S. income tax or information return.

A partnership that has effectively connected taxable income allocable to foreign partners is generally required to withhold tax under section 1446(a). The withholding tax rate on a partner's share of effectively connected taxable income is 21% for corporate partners and 37% for all other taxable partners. In certain circumstances, the partnership can withhold tax at the highest rate applicable to a particular type of income (for example, long-term capital gain allocated to a noncorporate partner and the partner submits the required documentation, for example, Form W-8BEN). Any amount withheld under section 1446(a) on your behalf, and reflected on Form 8805 or Form 1042-S issued by the partnership to you, can be credited on your U.S. income tax return.

Under section 864(c)(8), added by the TCJA, a foreign partner's gain or loss on the transfer of an interest in a partnership engaged in a U.S. trade or business is treated as effectively connected gain or loss. However, section 864(c)(8) and final regulations issued under that section generally limit the amount of effectively connected gain or loss to the portion of the foreign transferor's distributive share of gain or loss that would have been effectively connected had the partnership sold all of its assets at fair market value.

Foreign person. A foreign person includes a nonresident alien individual, a foreign corporation, a foreign partnership, a foreign trust, a foreign estate, and any other person that's not a U.S. person.

Nonresident alien individual. Any individual who is not a citizen or resident alien of the United States is a nonresident alien individual. An alien individual meeting either the "green card test" or the "substantial presence test" for the calendar year is a resident alien. Any person not meeting either test is a nonresident alien individual. Additionally, an alien individual who is treated as a nonresident alien pursuant to Regulations section 301.7701(b)-7 for purposes of computing the individual's U.S. tax liability, or an alien individual who is a bona fide resident of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or American Samoa is a nonresident alien individual.

See [Pub. 519](#) for more information on resident and nonresident alien status including information about the "green card test" and "substantial presence test."



Even though a nonresident alien individual married to a U.S. citizen or resident alien can choose to be treated as a resident alien for certain purposes (for example, filing a joint income tax return), such individual is still treated as a nonresident alien for withholding tax purposes on all income except wages.

Publicly traded partnership. A publicly traded partnership (PTP) is an entity that has the same meaning as in section 7704 and Regulations sections 1.7704-1 through 1.7704-4 but does not include a publicly traded partnership treated as a corporation under that section.

PTP interest. A PTP interest is an interest in a PTP if the interest is publicly traded on an established securities market or is readily tradable on a secondary market (or the substantial equivalent thereof).

Transfer. A transfer is a sale, exchange, or other disposition of a partnership interest, and includes a distribution from a partnership to a partner, as well as a transfer treated as a sale or exchange under section 707(a)(2)(B).

Transferor. A transferor is any person, foreign or domestic, that transfers a partnership interest. In the case of a trust, to the extent all or portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679, the term transferor means the grantor or other person.

U.S. person. A U.S. person is defined in section 7701(a)(30) and includes an individual who is a citizen or resident of the United States, as well as domestic partnerships, corporations, trusts, and estates.

Withholding agent. Any person, U.S. or foreign, that has control, receipt, custody, disposal, or payment of U.S. source FDAP income subject to chapter 3 withholding is a withholding agent. For purposes of chapter 4, any person, U.S. or foreign, that has control, receipt, custody, disposal, or payment of a withholdable payment is a withholding agent. The withholding agent can be an individual, corporation, partnership, trust, association, or any other entity including (but not limited to) any foreign intermediary, foreign partnership, and U.S. branches treated as U.S. person. Generally, the person who pays (or causes to be paid) an amount subject to withholding to the foreign person (or to its agent) must withhold.

For purposes of section 1446(a), the withholding agent is the partnership conducting the trade or business in the United States. For a publicly traded partnership, the withholding agent can be the partnership, a nominee holding an interest on behalf of a foreign person, or both. See Regulations sections 1.1446-1 through 1.1446-6.

Withholdable payment. A withholdable payment means any payment of U.S. source FDAP income, subject to certain exemptions described in Regulations sections 1.1471-2(b) and 1.1473-1(a). However, no exceptions to withholding on U.S. source FDAP income for purposes other than chapter 4 apply when determining whether a payment is a withholdable payment. For example, an exclusion from an amount subject to withholding under Regulations section 1.1441-2(a) does not apply for purposes of determining whether a payment constitutes a withholdable payment. Under chapter 4, a payment of effectively connected income is not a withholdable payment.

Specific Instructions

Part I

Line 1. Enter your name. If you are providing this form for a disregarded entity with a single owner who is a foreign person, this form should be completed and signed by the foreign single owner. If the account to which a payment is made or credited is in the name of the disregarded entity, the foreign single owner can inform the withholding agent of this fact by including the name of the disregarded entity on line 3 of Part I of the form.

TIP *If you own the income or account jointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8ECI are provided by all of the owners. If the withholding agent receives a Form W-9 from any of the joint owners, the payment must be treated as made to a U.S. person.*

Line 2. If you are providing this form for a corporation, enter the country of incorporation. If you are filing for another type of entity, enter the country under whose laws the entity is created, organized, or governed. If you are an individual, provide your country of residence for tax purposes.

Line 3. If you are providing this form for a disregarded entity, enter the name of the disregarded entity receiving the payment. This line is not required but can assist the withholding agent that is making a payment to you. The withholding agent can request additional referencing information (such as your account number) which should be entered on line 9. When completing this form, do not provide information concerning the disregarded entity on any line other than this line 3 or line 9. Instead, you should complete the form using the information of the owner of the disregarded entity.

Line 4. Line 4, type of entity, has been updated. The general classification for foreign government has been removed and replaced with the two possible classifications for a foreign government: (i) an integral part of a foreign government; or (ii) an entity that is controlled

by a foreign government. To determine whether you are an integral part of a foreign government or an entity that is controlled by a foreign government, see Temporary Regulations section 1.892-2T.

Line 5. Your permanent residence address is the address in the country where you claim to be a resident for that country's income tax. Do not show the address of a financial institution (unless you are a financial institution), a post office box, or an address used solely for mailing purposes unless such address is the registered address of an entity identified on line 1 which does not have another address in the jurisdiction. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

Line 6. Enter your business address in the United States. Do not show a post office box or in-care-of address.

Line 7. Enter your U.S. taxpayer identification number (TIN). A U.S. TIN is a social security number (SSN), employer identification number (EIN), or IRS individual taxpayer identification number (ITIN). Check the appropriate box for the type of U.S. TIN you are providing. You are required to provide a TIN for this form to be valid.

If you are an individual, you are generally required to enter your SSN. To apply for an SSN, get Form SS-5 from a Social Security Administration (SSA) office or online at www.ssa.gov/forms/ss-5.pdf. If in the United States, you can call the SSA at 1-800-772-1213. Fill in Form SS-5 and return it to the SSA.

If you do not have an SSN and are not eligible to get one, you must get an ITIN. To apply for an ITIN, file [Form W-7](#) with the IRS. It usually takes 4 to 6 weeks to get an ITIN.

If you are not an individual (for example, if you are a foreign estate or trust), or you are an individual who is an employer or who is engaged in a U.S. trade or business as a sole proprietor, use [Form SS-4](#) to obtain an EIN. If you are a disregarded entity, enter the U.S. TIN of your foreign single owner.

TIP *You can also apply for an EIN online. For more information, visit IRS.gov/EIN.*

Line 8a. If you are providing this Form W-8ECI to document yourself as an account holder (as defined in Regulations section 1.1471-5(a)(3)) with respect to a financial account (as defined in Regulations section 1.1471-5(b)) that you hold at a U.S. office of a financial institution (including a U.S. branch of an FFI) and you receive U.S. source income reportable on a Form 1042-S associated with this form, you must provide on line 8a the foreign tax identifying number (FTIN) issued to you by your jurisdiction of tax residence identified on line 5 unless: (1) you properly identified yourself as a government (including a controlled entity that is a foreign government under section 892), foreign central bank of issue, or international organization on line 4; (2) you are a resident of a U.S. territory; or (3) your jurisdiction of residence is identified on the IRS's List of Jurisdictions

That Do Not Issue Foreign TINs at [IRS.gov/businesses/corporations/list-of-jurisdictions-that-do-not-issue-foreign-tins](https://www.irs.gov/businesses/corporations/list-of-jurisdictions-that-do-not-issue-foreign-tins). You also do not need to provide an FTIN on line 8a if you meet the requirement for checking the box on line 8b.

Line 8b. You may check the box on this line 8b if you are an account holder as described for purposes of line 8a and you are not legally required to obtain an FTIN from your jurisdiction of residence (including if the jurisdiction does not issue FTINs). By checking the box on line 8b you will be treated as having provided an explanation for not providing an FTIN on line 8a. If you wish to provide a further (or other) explanation why you are not required to provide an FTIN on line 8a, you may do so in the margins of this form or on a separate statement attached to this form.

Line 9. You or the withholding agent requesting this form can use this line to include any referencing information that is useful to the withholding agent in carrying out its obligations. For example, you can use line 9 to include the name and number of the account for which you are providing the form.

Line 10. If you are providing this Form W-8ECI to document yourself as an account holder with respect to a financial account (as described on line 8, earlier) that you hold at a U.S. office of a financial institution (including a U.S. branch of an FFI), provide your date of birth if you are an individual. Use the following format to input your information: MM-DD-YYYY. For example, if you were born on April 15, 1975, you would enter 04-15-1975.

Line 11. You must specify the items of income that are effectively connected with the conduct of a trade or business in the United States. You will generally have to provide Form W-8BEN, Form W-8BEN-E, Form W-8EXP, or Form W-8IMY for those items from U.S. sources that are not effectively connected with the conduct of a trade or business in the United States.

If you are providing this form to a partnership because you are a partner and have made an election under section 871(d) or section 882(d), attach a copy of the election to the form. If you have not made the election, but intend to do so effective for the current tax year, attach a statement to the form indicating your intent. See Regulations section 1.871-10(d)(3).

Line 12. Check the box on line 12 if you are a foreign transferor providing this form to claim an exception from withholding under Regulations section 1.1446(f)-4(b)(6) on the amount realized paid to you from a transfer of a PTP interest for which withholding under section 1446(f) may otherwise apply. By checking box 12 you are certifying that you are a dealer in securities (as defined in section 475(c)(1)) and that any gain from the transfer of a PTP interest associated with this form is effectively connected with the conduct of a trade or business in the United States without regard to the provisions of section 864(c)(8). This representation applies to each transfer of a PTP interest associated with this form unless you specify otherwise on line 11 or an attachment.

Part II

Signature. Form W-8ECI must be signed and dated by the beneficial owner of the income, or, if the beneficial

owner is not an individual, by an authorized representative or officer of the beneficial owner. If an authorized representative or agent is completing Form W-8ECI on behalf of the beneficial owner of the income, the representative or agent must check the box to certify that he or she has the legal capacity to sign for the person identified on line 1. If Form W-8ECI is completed by an agent acting under a duly authorized power of attorney for the beneficial owner, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing the agent to represent the principal in making, executing, and presenting the form. This requirement does not apply to a partnership or other flow-through entity submitting this form with respect to a payment of effectively connected income that is beneficially owned by the entity's partners or owners. Form 2848 can be used for this purpose. The agent, as well as the beneficial owner, can incur liability for the penalties provided for an erroneous, false, or fraudulent form.

A withholding agent can allow you to provide this form with an electronic signature. The electronic signature must indicate that the form was electronically signed by a person authorized to do so (for example, with a time and date stamp and statement that the form has been electronically signed). Simply typing your name into the signature line is not an electronic signature.

A withholding agent may also rely on an electronically signed withholding certificate if you provide any additional information or documentation requested by the withholding agent to support that the form was signed by you or other person authorized to do so. See Regulations section 1.1441-1(e)(4)(i)(B).



If any information on Form W-8ECI becomes incorrect, you must submit a correct new form within 30 days to the requester of this form unless you will not receive a future payment from the withholding agent that would require an updated Form W-8.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. If you want to receive exemption from withholding on income effectively connected with the conduct of a trade or business in the United States, you are required to provide the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents can become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for business taxpayers filing this form is approved under OMB control number 1545-0123. The estimated

burden for all other taxpayers who file this form is shown below.

The estimated average time is: **Recordkeeping**, 4 hrs., 32 mins.; **Learning about the law or the form**, 2 hrs., 09 mins.; **Preparing and providing the form**, 3 hrs., 31 mins.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form

simpler, we would be happy to hear from you. You can send us comments from [IRS.gov/FormComments](https://www.irs.gov/FormComments). You can write to the Internal Revenue Service, Tax Forms and Publications, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send Form W-8ECI to this office. Instead, give it to your withholding agent.

SAMPLE ONLY

Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

▶ **Section references are to the Internal Revenue Code.**
▶ **Go to www.irs.gov/FormW8ECI for instructions and the latest information.**
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Note: Persons submitting this form must file an annual U.S. income tax return to report income claimed to be effectively connected with a U.S. trade or business. See instructions.

Do not use this form for:

- A beneficial owner solely claiming foreign status or treaty benefits W-8BEN or W-8BEN-E
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) W-8EXP

Instead, use Form:

Note: These entities should use Form W-8ECI if they received effectively connected income and are not eligible to claim an exemption for chapter 3 or 4 purposes on Form W-8EXP.

- A foreign partnership or a foreign trust (unless claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States) W-8BEN-E or W-8IMY
- A person acting as an intermediary W-8IMY

Note: See instructions for additional exceptions.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization
--------------------------------------------------------------------------	---------------------------------------------------

3 Name of disregarded entity receiving the payments (if applicable)

4 Type of entity (check the appropriate box):

<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Tax-exempt organization
<input type="checkbox"/> Foreign Government - Controlled Entity	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Central bank of issue	
<input type="checkbox"/> Foreign Government - Integral Part	<input type="checkbox"/> International organization	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Private foundation	<input type="checkbox"/> Individual	<input type="checkbox"/> Estate	

5 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.	Country
-------------------------------------------------------------------------	---------

6 Business address in the United States (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state, and ZIP code

7 U.S. taxpayer identification number (required—see instructions) SSN or ITIN EIN

8a Foreign tax identifying number (FTIN)	8b Check if FTIN not legally required <input type="checkbox"/>
-------------------------------------------------	---------------------------------------------------------------------------------

9 Reference number(s) (see instructions)	10 Date of birth (MM-DD-YYYY)
-------------------------------------------------	--------------------------------------

11 Specify each item of income that is, or is expected to be, received from the payer that is effectively connected with the conduct of a trade or business in the United States (attach statement if necessary).

12 Check here to certify that: you are a dealer in securities (as defined in section 475(c)(1)); you are a transferor of an interest in a publicly traded partnership (PTP) claiming an exception from withholding under Regulations section 1.1446(f)-4(b)(6); and any gain from the transfer of the PTP interest associated with this form is effectively connected with the conduct of a trade or business within the United States without regard to section 864(c)(8).

Part II Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or I am authorized to sign for the beneficial owner) of all the payments to which this form relates,
- The amounts for which this certification is provided are effectively connected with the conduct of a trade or business in the United States,
- The income for which this form was provided is includible in my gross income (or the beneficial owner's gross income) for the taxable year, **and**
- The beneficial owner is not a U.S. person.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the payments of which I am the beneficial owner or any withholding agent that can disburse or make payments of the amounts of which I am the beneficial owner.

I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

I certify that I have the capacity to sign for the person identified on line 1 of this form.

Sign Here

Signature of beneficial owner (or individual authorized to sign for the beneficial owner)	Print name	Date (MM-DD-YYYY)
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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

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

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

SAMPLE ONLY



The Lease Owner's Advisory is a resource provided by the Arizona Association of REALTORS®

Residential Rentals are required to comply with the Arizona Residential Landlord/Tenant Act:

<http://bit.ly/2KXu9eG>

OWNER'S RESPONSIBILITIES AND STATUTORY REQUIREMENTS

1. AFFIDAVIT OF LEGAL CLASS CORRECTION

If a parcel of property is used as a rental unit and identified by the county assessor as a class three property pursuant to A.R.S. § 42-12003, the owner **must** notify the assessor of the rental use of the property or be subject to a civil penalty prescribed by A.R.S. § 42-12052. The lease owner **must** also register with the assessor in the county where the property is located in the manner set forth in A.R.S. § 33-1902(A): <http://bit.ly/2Mv87os>

2. NOTIFICATION OF ARIZONA RESIDENTIAL RENTAL PROPERTY

Pursuant to A.R.S. § 33-1902(B), an out-of-state owner of residential rental property **must** designate and record with the county assessor a statutory agent who lives in this state and who will accept legal service on behalf of the owner. A person who fails to comply with any provision of this section shall be assessed a civil penalty of \$1,000, plus an additional \$100 for each month after the date of the original violation until compliance occurs.

NOTE: If the owner is required to register the rental property with the county assessor and fails to do so, the city or town may impose a civil penalty payable to the city or town in the amount of \$150 per day for each day of violation, and the city or town may impose enhanced inspections and enforcement measures on the property: <http://bit.ly/2Mv87os>

3. BUSINESS LICENSE

Some cities require the owner to have a separate business license prior to engaging in any type of business activity. It is the owner's responsibility to apply for and pay any fees associated with obtaining this license. If the property is being professionally managed, the lease owner should discuss this topic with their property manager: www.azdor.gov/Business/LicensingGuide.aspx

4. FOREIGN LEASE OWNERS RESIDING OUTSIDE OF THE UNITED STATES

Foreign lease owners **must** secure an Individual Taxpayer Identification Number (ITIN). Unless the foreign lease owner files a Form W-8ECI with their property management company, the property manager **must** withhold 30% of the gross rental proceeds for the property owned by the foreign lease owner. It is strongly recommended that foreign lease owners retain the services of a CPA and/or IRS Certified Acceptance Agent to ensure compliance with applicable IRS rules and regulations:

<http://1.usa.gov/1O7u6NL>

5. TRANSACTION PRIVILEGE TAX

Transaction Privilege Tax (TPT) is charged by some cities on the owner's rental income. This TPT, or rental tax, is the responsibility of the lease owner but may be collected from the tenant with the rent if permitted by the lease agreement. The tax is filed by the lease owner or the property management company on either a monthly or quarterly basis. The filing period is determined by the applicable city and the tax rate is anywhere from 1.5% - 3% of the monthly rent. In addition, some cities collect their own privilege taxes; others choose the Arizona Department of Revenue to collect the taxes for them. In some cases, it is the owner's responsibility to apply for this license if the property management company does not have a master license for that city. After the city or state receives the owner's application, a license will be issued and mailed to the owner. Failure to pay the applicable sales tax could result in a penalty or fine by the city or town. For more information on the Transaction Privilege Tax go to:

www.azdor.gov/Business/TransactionPrivilegeTax.aspx



COMMON DOCUMENTS AND DISCLOSURES

1. RESIDENTIAL LEASE AGREEMENT

Owners should protect themselves by taking the time to read the residential lease agreement and understand their legal rights and obligations before they enter into a lease agreement. A sample Arizona Association of REALTORS® (AAR) lease agreement can be found at: <http://bit.ly/2was8qf>

Upon move in, a lease owner **must** furnish the tenant with a signed copy of the lease. A.R.S. §33-1321(C).

2. LEAD-BASED PAINT DISCLOSURE FORM

If the home was built prior to 1978, the lease owner **must** provide the tenant with a lead-based paint disclosure form. Information about lead-based paint may be obtained at: <http://bit.ly/1lewSUe> or www.epa.gov/lead/

3. PROPERTY MANAGEMENT AGREEMENT

Lease owners electing to retain the services of a property manager should secure the retention by way of a written property management agreement that complies with the requirements set forth in A.R.S. §32-2173. A sample copy of AAR's Property Management Agreement can be found at: <http://bit.ly/2nDBcAe>

4. DISCLOSURES

The owner **must** disclose in writing all material (important) facts regarding the property, including all physical, environmental, and other conditions that affect the property and any violations of applicable building, zoning, fire, health, and safety codes. Failure to make legally required disclosures may result in civil liability. Changes in any disclosures previously made **must** be promptly conveyed. Although no specific form is required, the Residential Lease Owner's Property Disclosure Statement (RLOPDS) can assist a lease owner in complying with their disclosure obligations. By way of this form, the lease owner answers a variety of questions about the property and its condition. Once completed, a copy of the disclosure form is given to prospective tenants. The property manager/broker is not responsible for verifying the accuracy of the items on the RLOPDS so it is important for the lease owner to accurately complete this form to the best of their knowledge. A sample RLOPDS can be found at: <http://bit.ly/2Mv8Jug>

5. HOMEOWNERS ASSOCIATION (HOA) GOVERNING DOCUMENTS

If CC&Rs are recorded against the property, it is essential that the owner review and agree to any restrictions prior to leasing a property.

The Arizona Department of Real Estate (ADRE) advises:

"Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict."

In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often architectural control standards. Read and understand these documents. Also, be aware that some HOAs may impose fees and require the lease owner to register the tenant. If a lease owner has questions about their rights and remedies regarding homeowners associations or community associations, additional information can be found at: <http://bit.ly/1rCq9kd> or Chapters 16 and 18 of the Arizona Revised Statutes - Title 33 <http://bit.ly/2nEAZN9>

6. MOVE-IN/MOVE-OUT INSPECTION

Upon move in, a lease owner **must** furnish the tenant with a move-in form upon which the tenant can specify any existing damage to the property, along with a written notification to the tenant that the tenant may be present at the move-out inspection. Upon request by the tenant, the lease owner shall notify the tenant when the move-out inspection will occur. A.R.S. §33-1321(C). Lease owners should keep a copy of the completed move-in form for their records and may also want to take photographs of the property at the time of move-in to document its condition. A sample of AAR's Move-in/Move-out Condition Checklist can be viewed at: <http://bit.ly/1P41VPQ>

7. SWIMMING POOLS & SPAS

Each city and county has its own swimming pool barrier ordinance and a lease owner should investigate and comply with all applicable state, county and municipal pool regulations. Pool barrier contact information for Arizona cities and counties may be found at: www.aaronline.com/documents/pool_contacts.aspx.

The Arizona Department of Health Services Private Pool Safety notice may be found at: http://azdhs.gov/phs/oe/pool_rules.htm

The state law on swimming pools is located at: <http://bit.ly/2vJfhMk>



LEASE OWNER'S RIGHTS AND OBLIGATIONS

1. NOTICE

Unless otherwise agreed, all notices shall be sent registered or certified mail, or personally delivered. A.R.S. §33-1313.

2. FAIR HOUSING & DISABILITY LAWS

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability). Visit HUD's Fair Housing/Equal Opportunity website at: <http://www.1.usa.gov/1pbD5iW> or <https://www.azag.gov/civil-rights/fair-housing>

For information on the Americans with Disabilities Act, or to file a complaint, visit http://www.ada.gov/ada_intro.htm and

3. QUALIFYING THE TENANT

The lease owner is encouraged to screen prospective tenants in a variety of different ways, including credit, criminal history, employment and rental history. A sample of AAR's Application for Occupancy can be found at: <http://bit.ly/1IFBvaD>

4. DEPOSITS & FEES

The lease agreement should specify which deposits/fees are refundable and which are not. A lease owner is not permitted to demand security, including prepaid rent, in an amount in excess of one and one-half month's rent. However, a tenant is not prohibited from voluntarily paying more than one and one-half month's rent in advance.

During the term of the lease the lease owner or lease owner's agent should hold the security deposit for the tenant. At the end of the lease all refundable deposits shall be refunded to the tenant pursuant to A.R.S §33-1321(G). The lease owner can subtract unpaid rent or repair costs from the security deposit. Within 14 business days after termination of the tenancy, delivery of possession and demand by the tenant, the tenant is entitled to receive an itemized list of any/all security deposit deductions together with the amount due and payable to the tenant. A.R.S §33-1321(D).

5. REPAIRS & PROPERTY CONDITION

Pursuant to Arizona law, the lease owner is generally responsible for ensuring that all "electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other

good and safe working order and condition. A.R.S. §33-1324. It is the lease owner's responsibility to make sure that necessary repairs are made to keep the property in a fit and livable condition. Following notice, the lease owner has five days to make any repairs that materially affect the health and safety of the tenant(s) and 10 days to make any other requested repairs.

NOTE: Pursuant to A.R.S. §33-1324(C), the lease owner and tenant may agree in writing, supported by adequate consideration, that the tenant will perform the lease owner's duties to maintain a fit premises and perform specified repairs.

6. ACCESS TO THE PROPERTY BY LEASE OWNER OR LEASE OWNER'S REPRESENTATIVE

Unless the tenant requests repairs in writing, the lease owner **must** give the tenant at least two days' notice to enter the property during reasonable hours to make repairs, conduct inspections, have services completed or exhibit the property to prospective purchasers and tenants. The lease owner has the right to immediately enter the property in the event of an emergency or by court order. A.R.S. §33-1343.

7. TERMINATION OF THE LEASE

Unless the parties desire for the lease agreement to continue, written notice of intent not to renew the lease agreement shall be issued pursuant to the terms of the lease. If the lease continues on a month-to-month basis, absent prior written agreement, either the lease owner or the tenant may terminate by providing 30-days written notice prior to the periodic rental date (i.e. the date on which rent is due) per A.R.S. §33-1375(B).

A holdover tenant is someone who stays in the leased property after the express term of the lease has expired. The lease owner can choose to evict a holdover tenant or allow the tenant to continue living in the property on a month-to-month basis under the terms and conditions of the lease agreement.

8. FORECLOSURE

The lease owner shall not allow the property to become the subject of a trustee's sale and doing so may place the lease owner in breach of the lease agreement and subject them to civil liability. Within five (5) business days after receipt of a notice of trustee's sale, the lease owner shall provide the tenant with written notice. A.R.S. 33-1331(B). A failure by the lease owner to pay the mortgage does not eliminate the tenant's obligation to pay rent.



LEASE OWNER'S RIGHTS AND OBLIGATIONS (CONTINUED)

9. INSURANCE

Lease owners are encouraged to contact their property insurance carrier prior to leasing to discuss appropriate coverage:

<http://1.usa.gov/1it7SrE>

ADDITIONAL RESOURCES

INFORMATION ABOUT ARIZONA GOVERNMENT

Links to state agencies: www.az.gov

ARIZONA DEPARTMENT OF REAL ESTATE

Consumer Information: www.azre.gov/InfoFor/Consumers.aspx

ARIZONA ASSOCIATION OF REALTORS®

Find a REALTOR®: www.aaronline.com/

ENVIRONMENTAL CONCERNS

For information on **indoor environmental concerns**, the EPA has a host of resource materials and pamphlets available at www.epa.gov/iaq/pubs/index.html

SECTION 8 HOUSING

Information regarding **Section 8** programs available through the Arizona Public Housing Authority can be found at: <http://findsection8housing.org/> or <http://bit.ly/2MN3W4w>

DRUG LABS

Residual contamination arising from the illicit manufacture of methamphetamine and other drugs carried out in clandestine drug laboratories presents a serious risk of harm to human and environmental health: <http://bit.ly/2vOSdva> (Voluntary Guidelines for Methamphetamine)



TOP 10 QUESTIONS YOU SHOULD ASK WHEN CONSIDERING HAVING YOUR PROPERTY PROFESSIONALLY MANAGED

1. Does the property manager possess an Arizona real estate license as required by Arizona law?

<http://services.azre.gov/publicdatabase/>

Generally speaking, individuals acting as residential leasing agents or on-site managers of residential rental property, who are performing residential leasing activities on residential income property at more than one location during the period of the agents' or on-site managers' regular workday, are required to maintain an Arizona real estate license. A.R.S. § 32-2121.

2. Does the brokerage with whom the property manager is affiliated permit its agents to engage in property management services?

Not all brokerages permit agents to engage in property management services and an agent should not perform property management activity without their broker's knowledge and consent.

3. Does the brokerage with whom the property manager is affiliated maintain a property management trust account, and if so, is the account held with an FDIC insured institution?

Arizona statute requires that all property management accounts be designated as trust accounts and that a broker's trust account is required for all of the owner's monies, except if the owner directs the broker to deposit the monies into the owner's account. A.R.S. § 32-2174.

4. Does the brokerage with whom the property manager is affiliated utilize a written property management agreement that complies with the requirements set forth in A.R.S. § 32-2173? <http://bit.ly/2Pb06DP>

Arizona statute mandates the material terms and conditions that are to be set forth in all property management agreements. A.R.S. § 32-2173.

5. Does the property manager maintain written tenant screening criteria that meet with your approval?

<http://bit.ly/1FBvaD>

Property managers screen prospective tenants in a variety of different ways, including credit, criminal history, employment and rental history. You will want to ensure that your property manager screens applicants in a manner you deem sufficient.

6. How often and by what method does the property manager pay you and what account reconciliation methods are utilized by the property manager?

Terms of this nature should be set forth in detail in your written property management agreement and should meet with your approval.

7. Does the property manager maintain a written plan to market the property to potential tenants, and if so, does that plan meet with your approval?

Property managers market rental properties to prospective tenants in a variety of different ways. You will therefore want to ensure that your property manager has a plan in place to secure tenants and that the plan meets with your approval.

8. Does the property manager maintain a written plan for addressing repairs and what level of approval/supervision, if any, do you maintain over the manner in which repairs are made?

You and the property manager should agree in writing to what degree the property manager will assist you in the employment and supervision of contractors. The parties should further agree in writing whether you have the right to pre-approve expenditures in excess of an agreed upon sum of money.

9. How does the property manager handle repairs in excess of \$1,000, and if the property manager hires contractors to address those repairs, are the contractors licensed by the Arizona Registrar of Contractors?

Generally speaking, Arizona statute requires that any person engaging in any work or operation on one undertaking or project by one or more contracts, for which the aggregate contract price, including labor, materials and all other items (but excluding any electrical fixture or appliance that was designed by the manufacturer, that is unaltered) is \$1,000 or more, hold an Arizona contractor's license. A.R.S. § 32-1121.

10. Under what circumstances are you permitted to terminate the property management agreement?

Property management agreements must specify a beginning and ending date and contain cancellation provisions that are agreeable to both parties. If the property management agreement contains an automatic renewal provision, the property management firm must send the lease owner a reminder notice at least 30-days before the renewal date. A.R.S. § 32-2173.



Lease owner acknowledges receipt of all six pages of this advisory. Lease owner further acknowledges that there may be other disclosure issues of concern not listed in this advisory. Lease owner is responsible for making all necessary inquiries and consulting the appropriate persons or entities prior to the leasing of any property.

The information in this advisory is provided with the understanding that it is not intended as legal or other professional services or advice. These materials have been prepared for general informational purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact your own lawyer or other professional representative.

Lease Owner's Advisory

*A Resource for
Real Estate Consumers
Provided by the*



"LEASE OWNER SIGNATURE DATE

"LEASE OWNER SIGNATURE DATE



RESIDENTIAL LEASE OWNER ADVISORY

Document updated:
February 2018



WHEN IN DOUBT - DISCLOSE!



Residential lease owners have certain obligations pursuant to the Landlord and Tenant Act and other laws. There are also some very specific Owner disclosures that you are required by statute to make. For example, Owners are required to disclose information on lead based paint in homes built prior to 1978 and Owners must provide a state approved Pool Safety Notice if the property includes a pool or spa.

If the tenant asks you about an aspect of the property, you should disclose the information, regardless of whether or not you consider the information material. However, an Owner does not generally have a legal obligation to correct defects in the property, as long as the defect: (1) does not render the property uninhabitable; (2) does not pose a real or potential threat to the tenant's health or safety; and (3) as long as the existing defects are disclosed. Any correction of the defects is a matter of contract negotiation between you and the tenant.

The Arizona Association of REALTORS® Residential Lease Owner's Property Disclosure Statement is designed to assist you in making these disclosures and to avoid inadvertent nondisclosures of material facts.

You should complete this form by answering all questions as truthfully and as thoroughly as possible. You may use the blank lines to explain any answers. If you do not have the personal knowledge to answer a question, it is important not to guess—use the blank lines to explain the situation.

The form is divided into five general sections:

- (1) Ownership and Property:** This section asks for general information about the property, such as location, ownership and occupancy. Any Owner, whether or not that Owner has actually lived in the property, should be able to answer most, if not all, of the questions in this section.
- (2) Building and Safety Information:** This section asks for information regarding the physical aspects of the property. You should disclose any present problems with the property. You are also asked specifically to disclose any knowledge of scorpions or other possible "pests" have ever been present on the property. Although many Owners will answer affirmatively to these questions, full disclosure is the best way to avoid complaints.
- (3) Utilities:** You are asked whether the property currently receives the listed utilities, and if so, to identify the provider. The water source and any known information about drinking water problems should also be disclosed.
- (4) Environmental Information:** A variety of environmental information is requested. In addition to questions regarding environmental hazards, you are asked to disclose any issues relating to soil settlement/expansion, drainage/grade, or erosion; noise from the surrounding area including airport and traffic noise; and any odors or other nuisances. As a result of recent lawsuits and potential health concerns, you are asked specifically if you are aware of any past or present mold growth on the property. Mold spores are everywhere and when mold spores drop in places where there is water damage or excessive moisture, or where there has been flooding, mold will grow. Thus, you are asked to disclose any conditions conducive to mold growth, such as past or present dampness/moisture, flooding, and water damage or water leaks of any kind.
- (5) Additional Information:** These blank lines provide space for you to provide any other important information concerning the property.

Please note: By law, Owners are not obligated to disclose that the property is or has been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect an Owner who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know"; instead you should either answer truthfully or respond that you are not legally required to answer the question.

Residential Lease Owner Advisory • February 2018
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PM Agreement



RESIDENTIAL LEASE OWNER'S PROPERTY DISCLOSURE STATEMENT *(To be completed by Owner)*



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



MESSAGE TO THE OWNER:

The form is designed to assist you in making disclosures to the Tenant. If you know something important about the Property that is not addressed on the form, add that information to the form. Prospective Tenants may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

MESSAGE TO THE TENANT:

There are likely facts about the Property that the Owners do not know. Therefore, it is important that you take an active role in obtaining information about the Property. For more information on obtaining this information see the Tenant Advisory <https://www.aaronline.com/manage-risk/other-advisories/>.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the form. (5) Review all other applicable documents, such as CC&R's, and association rules and regulations. (6) Conduct inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE OWNER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

OWNERSHIP AND PROPERTY

- 1. As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Lease.

3. **LEGAL OWNER(S) OF PROPERTY:** _____

4. **PROPERTY ADDRESS:** _____ (STREET ADDRESS) _____ (CITY) _____ (STATE) _____ (ZIP)

- 5. Is the property located in a community defined by the fair housing laws as housing for older persons? Yes No
- 6. Explain: _____
- 7. Approximate year built: _____. **If Property was built prior to 1978, Owner must furnish the Tenant with a lead-based paint disclosure form.**
- 9. Are you current on: Mortgage Yes No Property tax Yes No HOA fees Yes No

- 10. YES NO Are you aware if there are any association(s) governing this Property?
- 11. If yes, provide contact(s) information: Name: _____
- 12. Phone #: _____ Address: _____
- 13. If yes, are there any fees related to leasing the home? Explain _____
- 14. Are you aware of any public or private use paths or roadways on or across this Property?
- 15. Explain: _____
- 16. Are you aware of any violation(s) of any of the following? (If yes, check all that apply):
- 17. Zoning Building Codes Utility Service Sanitary health regulations
- 18. Covenants, Conditions, Restrictions (CC&R's) Other _____
- 19. Are you aware of any parking restrictions? If yes, please explain: _____
- 20. _____
- 21. How many parking spots are available for tenants? _____

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BUILDING AND SAFETY INFORMATION

STRUCTURAL:

22. ARE YOU AWARE OF ANY PRESENT:

YES

NO

- 23. Roof leaks/problems? Explain: _____
- 24. Interior wall/ceiling/door/window/floor problems? Explain: _____
- 25. Cracks or settling involving the foundation, exterior walls or slab? Explain: _____
- 26. Chimney or fireplace problems, if applicable? Explain: _____
- 27. Damage to any structure on the Property by any of the following? (Check all that apply):
- 28. Flood Fire Wind Water Hail Other _____
- 29. Explain: _____

HEATING, COOLING AND PLUMBING/SYSTEMS:

30. Heating: Type(s) _____ Cooling: Type(s) _____

YES

NO

- 31. Are you aware of any present problems with the heating or cooling system(s)?
- 32. Explain: _____
- 33. Are there any special instructions/filters/service requirements?
- 34. Explain: _____
- 35. Are you aware of any present plumbing problems?
- 36. Explain: _____
- 37. Are you aware of any present water pressure problems?
- 38. Explain: _____
- 39. Type of water heater(s): Gas Electric Solar Approx. age(s) _____
- 40. Are you aware of any present water heater problems?
- 41. Explain: _____
- 42. Is the entire Property connected to a sewer? (If yes, skip to line 47)
- 43. Is the Property served by an **On-Site Wastewater Treatment Facility**? (If no, skip to line 47)
- 44. If yes, the Facility is: Conventional septic system Alternative system Type: _____
- 45. If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
- 46. If yes, name of contractor: _____ Phone #: _____
- 47. Does the Property contain any of the following systems?
- 48. landscape watering: If yes, type: auto timer manual both
- 49. water treatment: If yes, check all that apply: water filtration reverse osmosis water softener Other
- 50. sump pump
- 51. Are you aware of any present problems or special instructions with any of the systems mentioned above?
- 52. Explain: _____
- 53. _____

SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:

YES

NO

- 54. Does the Property contain any of the following? (Check all that apply):
- 55. Swimming pool Spa Hot tub Sauna Water feature
- 56. If yes, are either of the following heated? Swimming pool Spa
- 57. If yes, type of heat: _____
- 58. Would the swimming pool comply with the applicable swimming pool enclosure/barrier requirements if children reside in or regularly visit the Property?
- 59. **Note: Owner must furnish Tenant with a Residential Pool Safety Notice prepared by the Arizona Department of Health Services.**
- 60. Are you aware of any present problems or special instructions relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
- 61. _____
- 62. _____
- 63. _____

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ELECTRICAL SYSTEMS:

- 64. YES NO Are you aware of any present problems with the electrical system?
65. YES NO Does the Property contain any of the following systems? (Check all that apply):
66. Security system: Monitored Yes No Other
67. Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector
68. Alternate power systems: If yes, indicate type (Check all that apply):
69. Solar Wind Generator Other
70. YES NO Are you aware of any present problems or special instructions with any of the systems mentioned above?
71. Explain:

MISCELLANEOUS:

- 72. YES NO Are you aware of or have you observed any of the following on the Property? (Check all that apply):
73. Scorpions Rabid animals Bees Rodents Reptiles Termites/Other wood destroying organisms
74. Bed Bugs Other:
75. How often is the Property serviced or treated for pests, reptiles, insects or animals?
76. Name of service provider: Date of last service:
77. YES NO Are there any security bars or other obstructions to door or window openings?
78. YES NO Are you aware of any present problems with any built-in appliances?
79. YES NO Are there any leased propane tanks, equipment or other systems on the Property?
80. YES NO Are you aware of any problems or special instructions with any of the items listed above?
81. Explain:
82. YES NO Has the Premises ever been used as a "drop house" (i.e. used to facilitate the transport of persons that are not United States citizens, permanent resident aliens or otherwise lawfully in this state, for profit or commercial purpose)?

UTILITIES

- 84. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES? PROVIDER NAME
85. YES NO Electricity:
86. YES NO Fuel: Natural gas Propane Oil
87. YES NO Cable:
88. YES NO Telephone:
89. YES NO Garbage Collection:
90. YES NO Fire:
91. YES NO Irrigation:
92. YES NO Water Source: Public Private water co. Private well Shared well Hauled water
93. If source is public, private water company, or hauled water:
94. YES NO Are you aware of any present drinking water problems?
95. Explain:

96. NOTICE TO TENANT: IF THE PROPERTY IS SERVED BY A WELL, PRIVATE WATER COMPANY OR A MUNICIPAL
97. WATER PROVIDER, THE ARIZONA DEPARTMENT OF WATER RESOURCES MAY NOT HAVE MADE A WATER SUPPLY
98. DETERMINATION. FOR MORE INFORMATION ABOUT WATER SUPPLY, CONTACT THE WATER PROVIDER.

ENVIRONMENTAL INFORMATION

- 99. YES NO Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
100. Soil settlement/expansion Drainage/grade Erosion Fissures Dampness/moisture Other
101. YES NO Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following?
102. (Check all that apply): Soil settlement/expansion Drainage/grade Erosion Fissures Other
103. NOTICE TO TENANT: THE ARIZONA DEPARTMENT OF REAL ESTATE PROVIDES EARTH FISSURE MAPS TO ANY MEMBER
104. OF THE PUBLIC IN PRINTED OR ELECTRONIC FORMAT UPON REQUEST AND ON ITS WEBSITE AT www.azre.gov.

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- YES NO**
- 105. Are you aware if the Property is located within any of the following? (Check all that apply):
 - 106. Superfund/ WQARF/ CERCLA Wetlands area
 - 107. Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):
 - 108. Airport noise Traffic noise Rail line noise Neighborhood noise Landfill Odors Nuisances
 - 109. Toxic waste disposal Sand/gravel operations Other: _____
 - 110. Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?
 - 111. Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?
 - 112. Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
 - 113. Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks Fuel/chemical storage
 - 114. Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
 - 115. If yes, describe location: _____
 - 116. Are you aware if any portion of the Property is in a flood plain/way.
 - 117. Are you aware of any portion of the Property ever having been flooded?
 - 118. Are you aware of any water damage or water leaks of any kind on the Property?
 - 119. Are you aware of any past or present mold growth on the Property?
 - 120. Are you aware of any past or present mold growth on the Property?
 - 121. Explain: _____
 - 122. _____

ADDITIONAL INFORMATION

- 123. Any other components of property not in working order or any additional information:
- 124. _____
- 125. _____
- 126. _____
- 127. _____

128. **OWNER CERTIFICATION:** Owner certifies that the information contained herein is true and complete to the best of Owner's
 129. knowledge as of the date signed. Owner agrees that any material changes in the information contained herein will be disclosed in
 130. writing by Owner to Tenant prior to occupancy, including any information that may be revealed by subsequent inspections.

131. OWNER'S SIGNATURE _____ MO/DA/YR OWNER'S SIGNATURE _____ MO/DA/YR

132. **Reviewed and updated:**
 133. **Initials:** _____ / _____ MO/DA/YR
 OWNER OWNER

134. **TENANT'S ACKNOWLEDGMENT:** Tenant acknowledges that the information contained herein is based only on the Owner's actual
 135. knowledge and is not a warranty of any kind. Tenant acknowledges Tenant's obligation to investigate any material (important) facts in
 136. regard to the Property.

137. **NOTICE:** Tenant acknowledges that by law, Owners, Lessors and Brokers are not obligated to disclose that the Property is or has
 138. been: **(1)** the site of a natural death, suicide, homicide, or any other crime classified as a felony; **(2)** owned or occupied by a person
 139. exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real
 140. estate; or **(3)** located in the vicinity of a sex offender.

141. By signing below, Tenant acknowledges receipt only of this form.

142. TENANT'S SIGNATURE _____ MO/DA/YR TENANT'S SIGNATURE _____ MO/DA/YR

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