

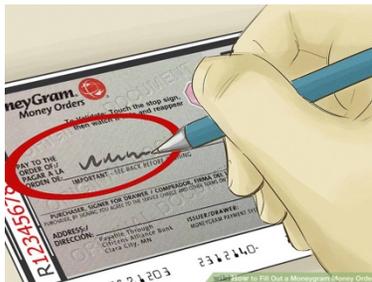


# Requirements & guidelines to rent apartment

Initial steps:

1. Application filled out completely and signed by applicants
2. Disclosures signed
3. Copy of pay stubs, usually the last 60 days for all applicants, unless landlord requires otherwise.
4. Copy of social security card and government issued picture id
5. \$50 Dollars application fee per adult non-refundable.
6. Minimum credit score requirements :650+
7. Income: 3x times the rent amount. If the rent is \$1,000, applicant must provide proof of income of \$3,000 monthly.

## 8. FEES AND DEPOSITS: (once application is accepted)



1.5 Month security deposit. *This is your money and the landlord will deposit into a separate checking account (use form W-9); you will get back when you move out, provided you do not violate the lease agreement, damage the apartment or fail to pay rent.*

9. First month rent.
10. One-month realtor's fee, unless other prior arrangements have been made.

Please note that the above are just basic guidelines. Every prospective tenant is considered by the landlord(s) on a case by case basis, and the landlord is the only one who decides to accept or reject applications based on the information provided by applicants.

## REASONS YOU COULD BE DENIED OR REJECTED:

If your application is incomplete, it will not be submitted to the landlord. Incomplete applications are those that are not signed or do not have copies of required documentation, or are not filled out completely and properly.



You can also submit your application on our secured server by visiting:  
[http://www.erealtynj.com/default.asp.f-rental\\_app.d-propertymanagement](http://www.erealtynj.com/default.asp.f-rental_app.d-propertymanagement)



For more information, contact us Telephone 201-453-3510  
5810 Bergenline Ave, Suite 1, West New York, NJ 07093  
[www.erealtynj.com](http://www.erealtynj.com) [info@erealtynj.com](mailto:info@erealtynj.com)  
*Licensed NJ & NY Real Estate Broker*



# NEW JERSEY ASSOCIATION OF REALTORS® STANDARD FORM OF LEASE APPLICATION



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LEGAL NAME OF APPLICANT			DATE OF APPLICATION
PRESENT ADDRESS			HOME PHONE NUMBER
DATE OF BIRTH	OCCUPATION		YEARLY INCOME
EMPLOYER		EMPLOYER ADDRESS	
LENGTH OF EMPLOYMENT	EMPLOYMENT VERIFICATION DEPT. NO.	PRESENT LANDLORD	LANDLORD BUS. PHONE NO.
PRESENT RENT	HOW LONG A TENANT	LEASE EXPIRATION DATE	IN CASE OF EMERGENCY NOTIFY (NAME AND PHONE NO.)
LEGAL NAME OF CO-APPLICANT			
PRESENT ADDRESS			
DATE OF BIRTH	OCCUPATION		YEARLY INCOME
EMPLOYER		EMPLOYER ADDRESS	
LENGTH OF EMPLOYMENT	EMPLOYMENT VERIFICATION DEPT. NO.	PRESENT LANDLORD	LANDLORD BUS. PHONE NO.
PRESENT RENT	HOW LONG A TENANT	LEASE EXPIRATION DATE	IN CASE OF EMERGENCY NOTIFY (NAME AND PHONE NO.)
APPLICANTS INTEND TO USE THE LEASED PREMISES AS FOLLOWS:			
AUTO LIC. PLATE - APPLICANT		AUTO LIC. PLATE - CO-APPLICANT	
ANY PETS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, WHAT KIND	HOW MANY	SIZE

### APPLICANT'S REFERENCES (OTHER THAN RELATIVES)

NAME	ADDRESS	PHONE NO.
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### CO-APPLICANT'S REFERENCES (OTHER THAN RELATIVES)

NAME	ADDRESS	PHONE NO.
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**BANK REFERENCES - APPLICANT** | **BANK REFERENCES - CO-APPLICANT**

CHECKING (NAME OF BANK & ACCOUNT NO.)	CHECKING (NAME OF BANK & ACCOUNT NO.)
SAVINGS (NAME OF BANK & ACCOUNT NO.)	SAVINGS (NAME OF BANK & ACCOUNT NO.)
OTHER (CREDIT CARDS)	OTHER (CREDIT CARDS)

WILL APPLICANT'S EMPLOYER BE RESPONSIBLE FOR PAYMENT OF RENT?  YES  NO

**PROPERTY FOR WHICH THIS IS AN APPLICATION**

ADDRESS \_\_\_\_\_

LANDLORD _____	PHONE NUMBER _____
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ADDITIONAL INFORMATION \_\_\_\_\_

Landlord acknowledges receipt of this Lease Application on \_\_\_\_\_, 20\_\_\_\_. The Landlord reserves the right to accept or reject the application.

Brokerage fee to be paid by:  LANDLORD  TENANT

Rental Application Fee: By signing this Lease Application, applicant(s) agree to pay \$\_\_\_\_\_.

Security Deposit Due By: \_\_\_\_\_

Lease Deposit in the Amount of: \$\_\_\_\_\_

Applicants for tenancy for a Condominium/Co-operative unit generally must be provided with the following statement as provided by New Jersey law:

THIS BUILDING IS BEING CONVERTED TO OR IS A CONDOMINIUM OR CO-OPERATIVE. YOUR TENANCY CAN BE TERMINATED UPON 60 DAYS NOTICE IF YOUR APARTMENT IS SOLD TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE FOR TREBLE DAMAGES AND COURT COSTS.

I/We hereby warrant that all representations set forth above are true. To verify the above statements,  
I/We direct persons named in this application to give any requested information concerning me/us.  
I/We hereby waive all rights of action for consequences as a result of such information.  
I/We hereby authorize and grant permission to the below named real estate firm to do a credit check and will pay  
\$\_\_\_\_\_ for cost of process. The attached Information Release Form should be for such credit inquiries.  
I/We hereby authorize the below named real estate firm to provide the information obtained from such credit bureau to  
the landlord.  
I/We acknowledge receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

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It is understood that Tenant Applicant(s) cannot take possession of rental until application is investigated and accepted by the Landlord, the first month's rent and full security deposit is paid, and a Lease Agreement has been entered into between the Landlord and Tenant(s).

APPLICANT	CO-APPLICANT
Ereality	e
Brokerage Firm	Agent
5810 Bergenline Ave, suite 1 WNY NJ 07003	
Address	Phone Number



NEW JERSEY REALTORS® STANDARD FORM OF RESIDENTIAL LEASE

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THIS IS A LEGALLY BINDING LEASE THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE LEASE. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

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RESIDENTIAL LEASE AGREEMENT

BETWEEN LANDLORD: \_\_\_\_\_

whose address is \_\_\_\_\_

AND TENANT: \_\_\_\_\_

whose address is \_\_\_\_\_

The word "Landlord" as used in this Lease means all of the landlords above listed. In all instances in which the Landlord may exercise rights or perform obligations under this Lease, it may do so through its authorized agents or representatives.

The word "Tenant" as used in this Lease means all of the tenants above listed.

1. CONDOMINIUM/CO-OPERATIVE RIGHT OF TERMINATION: (The following statement generally, as required by law, must be included in a lease for a condominium or cooperative unit.) THIS BUILDING IS BEING CONVERTED TO OR IS A CONDOMINIUM OR COOPERATIVE. YOUR TENANCY CAN BE TERMINATED UPON 60 DAYS NOTICE IF YOUR APARTMENT IS SOLD TO A BUYER WHO SEEKS TO PERSONALLY OCCUPY IT. IF YOU MOVE OUT AS A RESULT OF RECEIVING SUCH A NOTICE, AND THE LANDLORD ARBITRARILY FAILS TO COMPLETE THE SALE, THE LANDLORD SHALL BE LIABLE FOR TREBLE DAMAGES AND COURT COSTS.

2. PROPERTY: The Tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant (the single family home) (apartment # \_\_\_\_\_) (condominium unit # \_\_\_\_\_) (townhouse unit # \_\_\_\_\_) having a street address of \_\_\_\_\_ located in \_\_\_\_\_, New Jersey (referred to as the "Property").

3. TERM: The Term of this Lease is for \_\_\_\_\_ (months) (years) starting on \_\_\_\_\_ and ending on \_\_\_\_\_. This is referred to as the "Term". If the Landlord is unable to give possession of the Property to the Tenant on the first day of the Term, the Landlord shall not have any liability to the Tenant. However, the Tenant shall not be liable for the payment of rent until the Landlord gives possession of the Property to the Tenant. If the Landlord fails to give possession of the Property within 30 days of the start date set forth above, then the Tenant may terminate this Lease by giving notice to Landlord. If the first day of the Term is delayed, then the last day of the Term shall be adjusted accordingly, so that the Term remains for the number of months or years above stated.



39 **4. RENT:** The rent for the Term of this Lease is \$ \_\_\_\_\_, to be paid as follows: \$ \_\_\_\_\_ per month, which is  
40 due on the \_\_\_\_\_ day of each month. Rent shall be payable to: \_\_\_\_\_  
41 \_\_\_\_\_

(NAME AND ADDRESS)

42  
43 **5. INITIAL DEPOSIT:** Tenant has paid an initial deposit of \$ \_\_\_\_\_ received on \_\_\_\_\_ that will  
44 be credited towards \_\_\_\_\_ the first month's rent or \_\_\_\_\_ the Security Deposit. The balance shall be paid as fol-  
45 lows: First month's rent \$ \_\_\_\_\_ Due on \_\_\_\_\_, Security Deposit  
46 \$ \_\_\_\_\_ Due on \_\_\_\_\_.

47  
48 **6. SECURITY DEPOSIT:** The Tenant shall pay to the Landlord the sum of \$ \_\_\_\_\_ (the "Security Deposit," which cannot  
49 exceed one and one-half months rent) to assure that the Tenant performs all of the Tenant's obligations under this Lease. If the Landlord  
50 collects any additional Security Deposit, the additional security collected annually shall not be greater than 10 percent of the current Se-  
51 curity Deposit. Landlord shall comply with the Rent Security Deposit Act, N.J.S.A. 46:8-19 et seq. (the "Act"), unless this Lease is for  
52 owner occupied Property with not more than two rental units or is a seasonal tenancy of not more than 125 consecutive days. Any attempt  
53 to waive the requirements of the Act is prohibited and void as a matter of law.

54 The Act requires depositing the Security Deposit into a banking institution or investment company in New Jersey and notifying the Tenant in  
55 writing of the name and address of the banking institution or investment company, the type of account in which the Security Deposit is deposited  
56 or invested (for example, interest bearing or money market), the amount of the Security Deposit, and the current rate of interest for the account  
57 within 30 days of each of the following: (a) the Landlord's receipt of the Security Deposit from the Tenant; (b) the Landlord moving the deposit  
58 from one institution or fund to another (unless the move is due to a merger, in which case a notice to the Tenant must be within 30 days of receipt  
59 of notice by the Landlord of the merger if the merger occurs more than 60 days prior to the annual interest payment); or (c) the transfer or convey-  
60 ance of ownership or control of the Property. Such notice also must be provided at the time of each annual interest payment. All interest earned  
61 on the Security Deposit shall be paid to the Tenant in cash or be credited toward the payment of rent due under this Lease upon the anniversary  
62 date of this Lease, the renewal of the Term or on January 31, if the Landlord gives the Tenant written notice that interest will be paid on January 31.

63 The Act also provides that, if the Landlord sells or conveys the Property during the Term of this Lease, the Landlord will transfer the  
64 Security Deposit plus the undistributed interest to the new owner. The Landlord shall notify the Tenant of the sale or conveyance, as well  
65 as the name and address of the new owner. The notice shall be given by registered or certified mail within five days after conveyance of  
66 title. After acquisition of the Property, the new owner shall be liable for investing the Security Deposit, making all interest payments,  
67 giving all notices and returning the Security Deposit as required under the Act, even if the Landlord fails to transfer the Security Deposit.

68 The Landlord shall inspect the Property after the Tenant vacates at the end of the Term. Within 30 days of the termination of this  
69 Lease, the Landlord shall return the Security Deposit plus the undistributed interest to the Tenant, less any charges expended by the Land-  
70 lord for damages to the Property resulting from the Tenant's occupancy. The interest and deductions shall be itemized in a statement by  
71 the Landlord, and shall be forwarded to the Tenant with the balance of the Security Deposit by personal delivery, or registered or certified  
72 mail. The Security Deposit may not be used by the Tenant for the payment of rent without the written consent of the Landlord.  
73

74 **7. LATE PAYMENT PENALTY:** If the Tenant does not pay the rent by the \_\_\_\_\_ day of the month, the Tenant shall pay a  
75 late charge of \_\_\_\_\_ until the rent is received by Landlord. The late charge shall be added to the rent, and shall be considered as  
76 additional rent, which is defined in Section 8. In the event any rent check is returned unpaid due to insufficient funds, the Tenant agrees  
77 to pay the Landlord a \$ \_\_\_\_\_ processing charge. In such event, the Landlord reserves the right to demand that future rent  
78 payments be made in cash, bank or certified check.  
79

80 **8. ADDITIONAL RENT:** Landlord may perform any obligations under this Lease which are Tenant's responsibility and which Tenant  
81 fails to perform. The cost to Landlord for such performance may be charged to tenant as "additional rent" which shall be due and payable  
82 with the next installment of monthly rent. The additional rent may include reasonable attorney's fees incurred by Landlord because of  
83 Tenant's failure to perform under this Lease. Landlord has the same rights against Tenant for failure to pay additional rent as Landlord has  
84 for Tenant's failure to pay monthly rent. This means that the Landlord may evict Tenant for failure to pay additional rent.  
85

86 **9. POSSESSION AND USE:** The Landlord shall give possession of the Property to the Tenant for the Term of this Lease except as  
87 otherwise provided in this Lease. The Tenant shall occupy the Property only as a private residence, and will not use the Property for any  
88 business, trade or profession. The Tenant shall not store any flammable, dangerous or hazardous materials at the Property, other than  
89 ordinary household cleaning materials. The Property shall not be allowed to be vacant for any extended period of time.  
90

91 **10. UTILITIES:** The Tenant shall arrange to have the utilities transferred into Tenant's name prior to occupancy, and shall be respon-  
92 sible for paying the following utility services:  Gas  Electric  Water  Heat  Sewer  General Trash Disposal  
93  (Other) \_\_\_\_\_.

94 The Landlord shall provide and pay for the following utility services:  Gas  Electric  Water  Heat  Sewer  
95  General Trash Disposal  (Other) \_\_\_\_\_. The Tenant agrees  
96 not to waste or unreasonably use any utility or appliance that is provided by the Landlord. Landlord shall not be responsible for any dam-  
97 age or loss caused to Tenant or Tenant's property because of an interruption in utility services over which Landlord has no reasonable  
98 means of control. Any such interruption shall not be grounds for Tenant to reduce or stop paying rent.

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**11. NO ASSIGNMENT OR SUBLETTING:** The Tenant may not assign this Lease, sublet all or any part of the Property, or permit any other person to use the Property without the prior written permission of the Landlord. The Landlord may withhold such permission in Landlord's sole and absolute discretion.

**12. VIOLATION, EVICTION AND RE-ENTRY:** The Landlord reserves the right of re-entry. This means that if the Tenant violates the terms of this Lease, the Landlord may terminate this Lease and regain possession of the Property. This is done by a court proceeding known as an eviction. A complaint is served upon the Tenant and the Tenant must appear in court. The Landlord may also evict the Tenant for any other cause which is permitted by applicable law. When the eviction proceeding is concluded, the Landlord may regain possession of the Property.

**13. DAMAGES:** The Tenant is liable for all the Landlord's damages caused by the Tenant's breach of this Lease. Such damages may include loss of rent, the cost of preparing the Property for re-renting and a brokerage commission incurred finding a new tenant as a result of the Tenant's eviction or if the Tenant moves out prior to the end of the Term.

**14. QUIET ENJOYMENT:** The Tenant may occupy the Property without interference, subject to Tenant's compliance with the Terms of this Lease.

**15. TENANT'S REPAIRS AND MAINTENANCE:** The Tenant shall:

- (a) Pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, which includes but is not limited to sewer and plumbing drainage problems caused by the Tenant.
- (b) Keep and maintain the Property in a neat, clean, safe and sanitary condition.
- (c) Cut the grass and maintain the shrubbery.
- (d) Drive and park vehicles only in designated areas, if any.
- (e) Take good care of the Property and all equipment, fixtures, carpeting and appliances located in it.
- (f) Keep the furnace clean, and regularly change the furnace filters, if applicable.
- (g) Keep nothing in the Property which is flammable, dangerous or which might increase the danger of fire or other casualty.
- (h) Promptly notify the Landlord of any condition which requires repairs to be done.
- (i) Use the electric, plumbing and other systems and facilities in a safe manner.
- (j) Promptly remove all garbage and recyclables from the Property and place it at the curb (or other designated area) in the proper containers in accordance with the prescribed pick-up schedule.
- (k) Not engage in any activity which may cause a cancellation or an increase in the cost of the Landlord's insurance coverages.
- (l) Use no more electricity than the receptacles, wiring or feeders to the Property can safely carry.
- (m) Obey all instructions, written or otherwise, of the Landlord for the care and use of appliances, equipment and other personal property.
- (n) Do nothing to destroy, deface or damage any part of the Property.
- (o) Promptly comply with all orders and rules of the Board of Health or any other governmental authority which are directed to the Tenant.
- (p) Do nothing which interferes with the use and enjoyment of neighboring properties.
- (q) Do nothing to cause any damage to any trees or landscaping on the Property.
- (r) Keep the walks and driveway free from dirt, debris, snow, ice and any hazardous objects.
- (s) Comply with such rules and regulations that may be published from time to time by the Landlord.

**16. LANDLORD REPAIRS:** The Landlord shall make any necessary repairs and replacements to the vital facilities serving the Property, such as the heating, plumbing and electrical systems, within a reasonable time after notice by the Tenant. The Tenant may be liable for the cost of such repairs and replacements pursuant to Section 15. The Landlord shall not be liable for interruption of services or inconvenience resulting from delays in making repairs or replacements if due to circumstances beyond Landlord's reasonable control.

**17. ACCESS TO THE PROPERTY:** The Landlord shall have access to the Property on reasonable notice to the Tenant in order to (a) inspect the interior and exterior of the Property, (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to prospective buyers, appraisers, contractors or insurers. The Landlord may enter the Property without prior notice in the event of an emergency or if the Tenant is not home for more than seven consecutive days. If this Lease is not renewed as per Section 27 of this Lease Agreement, Landlord shall then be allowed access to the Property at any time prior to the end of the Term for showing of Property to prospective tenants.

**18. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT:** The Tenant may not alter or change the Property without first obtaining Landlord's written consent. By way of example, the Tenant may not:

- (a) Install any improvement such as carpeting, paneling, floor tiles, or any other improvement which is nailed or tacked down, cemented or glued in;
- (b) Install any locks or chain guards;
- (c) Wallpaper, affix wall coverings or other permanent type decorations;
- (d) Install or change the electrical, plumbing, heating or air cooling system.

Tenant's Initials: \_\_\_\_\_ Landlord's Initials: \_\_\_\_\_

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When painting (whether interior or exterior), the Tenant must have the Landlord's permission regarding paint colors. All painting must be done in a professional and workmanlike manner. The Tenant shall repair all walls and ceilings which had pictures or fixtures attached, prior to vacating. Any and all changes, additions or improvements made without the Landlord's written consent shall be removed by the Tenant on demand by the Landlord. The Property shall be in substantially the same condition at the end of the Term as it was at the beginning of the Term, reasonable wear and tear excepted.

All permitted changes, additions and improvements shall become the property of the Landlord when completed, shall be fully paid for by the Tenant, and shall remain as part of the Property at the end of the Term of this Lease, unless the Landlord demands that the Tenant remove them. The Tenant shall not allow any construction lien or other claim to be filed against the Property. If any such lien or claim is filed against the Property, the Tenant shall have it promptly removed.

**19. INSPECTION:** If the municipality requires a continued use inspection or certificate of occupancy prior to occupancy, the Landlord shall be responsible for obtaining such inspections and certificates as well as making the necessary repairs.

**20. INSURANCE:** The Tenant shall be responsible for obtaining, at Tenant's own cost and expense, a tenant's insurance policy for the Tenant's furniture, furnishings, clothing and other personal property. The Tenant's personal property shall not be the responsibility of the Landlord, and will not be insured by the Landlord. The Tenant's insurance policy must also include liability coverage. Upon request, the Tenant shall periodically furnish Landlord with evidence of Tenant's insurance policy.

**21. FIRE AND OTHER CASUALTY:** Immediate notice shall be given by the Tenant to Landlord of any fire or other casualty which occurs at the Property. If the Property is uninhabitable, Tenant's obligation to pay rent shall cease until the time that the Property is restored by the Landlord. If only a part of the Property is uninhabitable, then the rent shall be adjusted proportionately.

If only part of the Property is damaged, the Landlord shall repair the Property within a reasonable period of time. Landlord shall not be obligated to repair or restore any improvements that Tenant has made to the Property.

Either party may cancel this Lease if the Property is so damaged by fire or other casualty that the property cannot be repaired within 90 days. The Landlord's determination in such regard shall be final, conclusive and binding on both parties.

The Lease shall end if the Property is totally destroyed. The Tenant shall pay rent to the date of destruction.

If the fire or other casualty is caused by the act or neglect of the Tenant, the Tenant's family, domestic employees, guests or visitors, the Tenant shall pay for all repairs and other damages.

**22. LIABILITY OF LANDLORD AND TENANT:** The Landlord is not legally responsible for any loss, injury or damage to any person or property unless such loss, injury or damage is directly caused by the Landlord's negligence. The Tenant is legally responsible for loss, injury or damage to any person or property caused by the negligence of the Tenant, the Tenant's family members, domestic employees, guests or visitors.

**23. PETS:** No dogs, cats or other pets shall be permitted on the Property without the prior written consent of the Landlord, which the Landlord may withhold in the Landlord's sole and absolute discretion.

**24. NOTICES:** All notices given under this Lease must be in writing in order to be effective. Delivery of notices may not be refused. If any notice is refused, it shall be considered to have been effectively given. Notices shall be given by (a) personal delivery, or (b) certified mail, return receipt requested, unless applicable law requires a different means of notice. Notices to the Landlord shall be at the address on the first page of this Lease, and to the Tenant at the Property.

**25. NO WAIVER:** The Landlord's failure to enforce any obligation of the Tenant contained in this Lease in any one instance shall not prevent the Landlord from enforcing the obligation at a later time.

**26. SEVERABILITY:** If any term or condition of this Lease is contrary to law, the remainder of the Lease shall be unaffected and shall continue to be binding upon the parties.

**27. RENEWAL OF LEASE:** The Tenant must be offered a renewal of this Lease by the Landlord, unless the Landlord has good cause not to do so under applicable law. Reasonable changes may be included in the renewal Lease. Not less than \_\_\_\_\_ days before the expiration of the Term of this Lease, the Landlord shall notify the Tenant of the proposed terms for the renewal Lease. Within \_\_\_\_\_ days after the Tenant receives the Landlord's renewal notice, Tenant shall notify Landlord whether Tenant accepts or rejects the proposed renewal Lease. If the Tenant does not notify the Landlord of Tenant's acceptance, then the Landlord's proposal shall be considered to have been rejected. If the Tenant does not accept the renewal Lease, the Tenant must vacate the Property at the end of the Term.

**28. FURNITURE:** If the Property is leased in furnished condition, or if the Landlord leaves personal property to be used by the Tenant, the Tenant shall maintain the furniture and furnishings in good condition and repair. A list of such items shall be attached to this Lease and signed by the Landlord and the Tenant.

219 **29. END OF TERM:** At the end of the Term, the Tenant shall (a) leave the Property clean, (b) remove all of the Tenant's property,  
220 (c) repair any damage including that caused by moving, (d) make arrangements for final utility readings and pay all final utility bills and  
221 (e) vacate the Property and return it with all keys to the Landlord in the same condition as it was at the beginning of the Term, except for  
222 normal wear and tear.

223 **30. ASSOCIATION BYLAWS, RULES AND REGULATIONS:** If Property is subject to any Association Bylaws  
224 and Rules and Regulations, Tenant agrees to comply with such Association Bylaws and Rules and Regulations including  
225 any amendments.  
226

227 **31. BINDING:** This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights and respon-  
228 sibilities.  
229

230 **32. ENTIRE AGREEMENT:** This Lease contains the entire agreement of the Landlord and Tenant. No representations have been  
231 made by the Landlord or its real estate broker or agents except as set forth in this Lease. This Lease can only be changed in writing by an  
232 agreement signed by both the Landlord and the Tenant.  
233

234 **33. ATTORNEY REVIEW CLAUSE:**

235 **(1) Study by Attorney.**

236 The Tenant or the Landlord may choose to have an attorney study this Lease. If an attorney is consulted, the attorney must complete  
237 his or her review of the Lease within a three-day period. This Lease will be legally binding at the end of this three-day period unless an  
238 attorney for the Tenant or the Landlord reviews or disapproves of the Lease.  
239

240 **(2) Counting the Time.**

241 You count the three days from the date of delivery of the signed Lease to the Tenant and the Landlord. You do not count Saturdays,  
242 Sundays or legal holidays. The Tenant and the Landlord may agree in writing to extend the three-day period for attorney review.

243 **(3) Notice of Disapproval.**

244 If an attorney for the Tenant or the Landlord reviews and disapproves of this Lease, the attorney must notify the Broker(s) and the other  
245 party named in this Lease within the three-day period. Otherwise this Lease will be legally binding as written. The attorney must send the  
246 notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be  
247 effective upon sending. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not,  
248 inform the Broker(s) of any suggested revision(s) in the Lease that would make it satisfactory.  
249

250 **34. BROKER'S COMMISSION:** The Broker's Commission is earned, due and payable upon signing of a fully executed Lease  
251 Agreement and satisfaction of the Attorney Review Period set forth in Section 33 of this Lease. The Commission shall be paid by the

252  Landlord in accord with previously executed Listing Agreement.

253  Tenant and shall be payable as follows: \_\_\_\_\_  
254 \_\_\_\_\_  
255 \_\_\_\_\_  
256 \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_

259 Listing Broker

260 \_\_\_\_\_  
261 Address

262 \_\_\_\_\_  
Telephone #

263 \_\_\_\_\_  
264 Participating Broker

265 \_\_\_\_\_  
Commission

266 \_\_\_\_\_  
267 Address

268 \_\_\_\_\_  
Telephone #  
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275 **35. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)**

276 The Tenant acknowledges receipt of the EPA pamphlet, "Protect Your Family From Lead In Your Home". Moreover, a copy of the  
277 document entitled, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" has been fully completed, signed by  
278 Tenant, Landlord and Broker(s) and is appended to and made a part of this Agreement.

Tenant's Initials: \_\_\_\_\_ Landlord's Initials: \_\_\_\_\_

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**36. WINDOW GUARD NOTIFICATION:**

THE OWNER (LANDLORD) IS REQUIRED BY LAW TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (LANDLORD) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (LANDLORD) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. IF THE BUILDING IS A CONDOMINIUM, COOPERATIVE OR MUTUAL HOUSING BUILDING, THE OWNER (LANDLORD) OF THE APARTMENT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN THE APARTMENT AND THE ASSOCIATION IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN HALLWAY WINDOWS. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

**37. MEGAN'S LAW STATEMENT:**

UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.

**38. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:** By signing below, the Landlord and Tenant acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the Property.

**39. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**

A. \_\_\_\_\_, (name of firm)  
AND \_\_\_\_\_ (name(s) of licensee(s))  
AS ITS AUTHORIZED REPRESENTATIVE(S) ARE WORKING IN THIS TRANSACTION AS (choose one)  
 LANDLORD'S AGENTS  TENANT'S AGENTS  DISCLOSED DUAL AGENTS  TRANSACTION BROKERS.

B. INFORMATION SUPPLIED BY \_\_\_\_\_ (name of other firm)  
HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)  
 LANDLORD'S AGENT ONLY  TENANT'S AGENT ONLY  DISCLOSED DUAL AGENT  TRANSACTION BROKER.

**40. ACKNOWLEDGMENT OF TRUTH IN RENTING STATEMENT:** (Applies to all Tenants with a rental term of at least one month living in residences with more than two dwelling units or more than three if the Landlord occupies one.) By signing below, Tenant acknowledges receipt of the booklet, "Truth In Renting - A guide to the rights and responsibilities of residential tenants and landlords in New Jersey".

**41. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER COMPLIANCE:**  
The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance (CSDCMAPFEC), as required by law, shall be the responsibility of the Landlord. If such alarms are battery operated, the Tenant shall be responsible for their maintenance.

**42. PRIVATE WELL TESTING:** (This section is applicable if the Property's potable water supply is provided by a private well for which testing of the water is not required by any State law other than the Private Well Testing Act (the "Act" - N.J.S.A. 58:12A-26 to 37). By March 14, 2004, and at least once every five years thereafter, the Landlord is required to test the potable water supply for the Property in accordance with the Act. Within thirty (30) days after receiving the test results, the Landlord shall provide a written copy thereof to the Tenant. Also, the Landlord is required to provide a written copy of the most recent test results to any new tenant at the Property. If the Property is for "seasonal use or rental," the Landlord shall either post the tests results in a readily visible location inside of the Property or provide a written copy thereof to the tenant. A "seasonal use or rental" means use or rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. By signing below, Tenant acknowledges receipt of a written copy of the test results, or in the case of a seasonal rental, if it has not received the test results, acknowledges the posting thereof inside of the Property in accordance with the Act.

**43. MEGAN'S LAW REGISTRY:** Tenant is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at [www.njsp.org](http://www.njsp.org).

Tenant's Initials: \_\_\_\_\_ Landlord's Initials: \_\_\_\_\_

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**44. OTHER LEASE PROVISIONS, IF ANY:**

**WITNESS:**

_____	_____	_____
	Landlord	Date
_____	_____	_____
	Landlord	Date
	_____	_____
	Tenant	Date
	_____	_____
	Tenant	Date

**THIS PAGE SHOULD BE KEPT SEPARATE FROM THE LEASE**

**VERIFICATION OF VERBAL WINDOW GUARD NOTIFICATION**

This will verify that the below window guard notification was provided verbally at the time of lease signing to the undersigned tenant by the owner, lessor, agent, or other person who manages or controls the unit ("owner/representative") and that the tenant was made aware of his/her right to request installation of window guards and understands this notification.

**WINDOW GUARD NOTIFICATION:**

THE OWNER (LANDLORD) IS REQUIRED BY LAW TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE APARTMENT IF A CHILD OR CHILDREN 10 YEARS OF AGE OR YOUNGER IS, OR WILL BE, LIVING IN THE APARTMENT OR IS, OR WILL BE, REGULARLY PRESENT THERE FOR A SUBSTANTIAL PERIOD OF TIME IF THE TENANT GIVES THE OWNER (LANDLORD) A WRITTEN REQUEST THAT THE WINDOW GUARDS BE INSTALLED. THE OWNER (LANDLORD) IS ALSO REQUIRED, UPON THE WRITTEN REQUEST OF THE TENANT, TO PROVIDE, INSTALL AND MAINTAIN WINDOW GUARDS IN THE HALLWAYS TO WHICH PERSONS IN THE TENANT'S UNIT HAVE ACCESS WITHOUT HAVING TO GO OUT OF THE BUILDING. IF THE BUILDING IS A CONDOMINIUM, COOPERATIVE OR MUTUAL HOUSING BUILDING, THE OWNER (LANDLORD) OF THE APARTMENT IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN THE APARTMENT AND THE ASSOCIATION IS RESPONSIBLE FOR INSTALLING AND MAINTAINING WINDOW GUARDS IN HALLWAY WINDOWS. WINDOW GUARDS ARE ONLY REQUIRED TO BE PROVIDED IN FIRST FLOOR WINDOWS WHERE THE WINDOW SILL IS MORE THAN SIX FEET ABOVE GRADE OR THERE ARE OTHER HAZARDOUS CONDITIONS THAT MAKE INSTALLATION OF WINDOW GUARDS NECESSARY TO PROTECT THE SAFETY OF CHILDREN.

Dated: \_\_\_\_\_

\_\_\_\_\_  
TENANT (Signature)

\_\_\_\_\_  
TENANT (Print Name)

Dated: \_\_\_\_\_

\_\_\_\_\_  
TENANT (Signature)

\_\_\_\_\_  
TENANT (Print Name)

Dated: \_\_\_\_\_

\_\_\_\_\_  
OWNER/REPRESENTATIVE (Signature)

\_\_\_\_\_  
OWNER/REPRESENTATIVE (Print Name)



NEW JERSEY REALTORS® STANDARD FORM OF INFORMED CONSENT TO DUAL AGENCY (TENANT)

©2001 New Jersey REALTORS®, Inc.

1 This Agreement evidences Tenant's consent that the Brokerage Firm, as Tenant's Agent, may act as a Disclosed Dual Agent in order
2 to represent both Tenant and Landlord in the same real estate transaction, and seeks Tenant's consent to allow Tenant's Agent to act as
3 a Disclosed Dual Agent when the opportunity arises. Tenant should be aware that a real estate licensee may legally act as a Disclosed
4 Dual Agent only with Tenant's and Landlord's informed written consent.

6 Tenant understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a
7 conflict of interest in that both Landlord and Tenant may intend to rely on the Tenant's Agent's advice, and their respective interests
8 may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Tenant's Agent will not represent the interests of
9 Tenant to the exclusion or detriment of the interests of a Landlord; nor will Tenant's Agent represent the interests of Landlord to the
10 exclusion and detriment of the interests of Tenant.

12 As a Disclosed Dual Agent of both the Landlord and the Tenant, Tenant's Agent will be working equally for both parties to the real
13 estate transaction, and will provide services to complete the transaction without the full range of fiduciary duties ordinarily owed by an
14 agent who represents Tenant alone, or the Landlord alone. In the preparation of offers and counteroffers between Tenant and Landlord,
15 Tenant's Agent will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the
16 Tenant or Landlord in a fiduciary capacity. By consenting to this dual agency, Tenant is giving up the right to undivided loyalty and will
17 be owed only limited duties of disclosure by the Tenant's Agent.

19 For example, Tenant acknowledges that Tenant's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either
20 Tenant or Landlord any confidential information which has been, or will be communicated to Tenant's Agent by either of the parties
21 to the transaction. Moreover, Tenant's Agent is not permitted to disclose (without the express written permission of the Landlord) to
22 the Tenant that such Landlord will accept a price less than the full listing price. Nor will Tenant's Agent disclose (without the express
23 written permission of the Tenant) to the Landlord that Tenant will pay a sum greater than the price offered by Tenant. It is also imper-
24 missible for Tenant's Agent to advise or counsel either the Tenant or Landlord on how to gain an advantage at the expense of the other
25 party on the basis of confidential information obtained from or about the other party.

27 Tenant acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

29 I, \_\_\_\_\_ AS AN AUTHORIZED REPRESENTATIVE OF
30 (Name of Licensee)
31 eRealty \_\_\_\_\_ INTEND, AS OF THIS TIME, TO WORK WITH
32 (Name of Firm)
33 YOU (TENANT) AS A TENANT'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

35 If Tenant does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be sought before signing.

37 By signing below, Tenant acknowledges that Tenant has read and understood this Informed Consent to Dual Agency and gives con-
38 sent to Tenant's Agent to act as a Disclosed Dual Agent.

40 \_\_\_\_\_
41 TENANT'S SIGNATURE

43 \_\_\_\_\_
44 TENANT'S SIGNATURE

49 \_\_\_\_\_
50 DATE

eRealty
\_\_\_\_\_  
BROKERAGE FIRM

5810 Bergenline Ave, Suite 1
\_\_\_\_\_  
ADDRESS

West New York, NJ 07093
\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
SALESPERSON'S SIGNATURE



# NTN DecisionPoint

Everything you need to make a sound rental decision.



NTN DecisionPoint reviews an applicant's background and produces an overall score, much like a credit score, and corresponding rental analysis results. Both are based on a thorough and objective analysis of the applicant's credit record, history of evictions and past lease violations. NTN DecisionPoint also takes into account length of employment and residence to ensure a higher probability of overall resident retention. Subscribers may also order the NTN DecisionPoint Plus® report, which includes a copy of the applicant's national credit report. The NTN® Quality Assurance process insures that reports are reviewed by experienced staff to verify accuracy.

# Features & Benefits

## Comprehensive

Objective applicant screening evaluates tenant performance, criminal background and credit history.

## Actionable

Rental recommendations backed by current data give you the knowledge to make decisions quickly and confidently.

## Compliant

All of our tools have been designed to ensure that your tenant evaluation process is compliant with Fair Housing Laws.

## Customizable

Create a consistent, objective screening process with customizable criteria tailored to your requirements.

View a Sample NTN DecisionPoint® Report

Download PDF  (<https://ntnonline.com/wp-content/uploads/2017/06/Sample-NTN-DecisionPoint-772015.pdf>)

View a Sample NTN DecisionPoint® Plus Report

Download PDF  (<https://ntnonline.com/wp-content/uploads/2017/06/Sample-NTN-DecisionPoint-Plus-772015-.pd>)

# Watch NTN DecisionPoint Demo

 Watch Demo

(<https://player.vimeo.com/video/198393011>)

## Take the Guesswork Out of Screening Applicants

### Tenant Performance

Eviction and  
lease violation  
data gives you

### Credit Reports

Detailed credit  
reports give  
insight into your  
tenants' ability to  
afford the rent.

### Criminal History

Local, statewide  
& multi-state  
criminal  
background

the confidence  
to make sound  
rental decisions.

Learn More (<https://ntnonline.com/resident-screening/credit-report/>)

searches alert  
you to critical  
information.

Learn More (<https://ntnonline.com/resident-screening/ntn-tenant-performance-profile/>)

All NTN® Subscribers gain access to NTN DecisionPoint when screening residents.

Become a Subscriber (<https://ntnonline.com/join-our-network/>)

# NTN DecisionPoint Plus

INSTANT RESIDENT SELECTION SYSTEM

Screened For: XX 011 - ABC Property Management

DD-MM-YYYY

## Applicant Information

Consumer, Jonathan Quincy      SSN \*\*\*-\*\*-1111      Income \$4,500.00      Rent \$1,400.00  
 1014 William St      Months at Residence 24  
 Elizabeth, NJ 07201      Months at Employment 21

## Analysis Results

- Based on subscriber's employment, residency and applicant score acceptance criteria.

**Does Not Meet Criteria**      Rent to Income - Meets criteria  
 Eviction Filing – Applicant does not meet eviction criteria  
 Score - Reject Applicant  
 See adverse action letter for details

Rent to Income Multiple <b>Exceeds Requirement</b>	Time at Residence <b>Exceeds Requirement</b>	Time at Employment <b>Exceeds Requirement</b>	Applicant Score <b>55</b>
---	---	--	------------------------------

Applicant Score based on analysis of tenant performance information, national public records and other databases.

## ID Check

A search of nationwide public record, eviction, tenant performance, and other proprietary databases returned the following results:

Substantial difference in Social Security Number found:      **YES-Addn'I SSN**  
 Substantial difference in Date of Birth found:      **No**  
 Substantial difference in current address found:      **Yes**  
 Substantial difference in previous address found:      **No**  
 Report of Credit Fraud found:      **Yes**

Any item marked YES should be verified with the applicant

### Additional Addresses

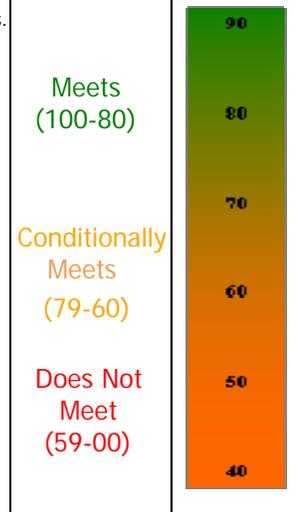
see NTN Tenant Performance Profile

2 Johnson Ave, Cape May NJ 08210  
 214 68th St Guttenberg NJ 07093

### Additional Names (aliases)

see NTN Tenant Performance Profile

Consumer, Jon  
 Quincy, Jonathan



## Alert Messages

Current Address – verify entered address with applicant  
**Fraud detected – see Additional Information in File below**  
 ADDITIONAL SSN: \*\*\*-\*\*-7891

## Tenant Performance Information

see NTN Tenant Performance Profile

Name/Location	Date	Information Reported
Consumer, Jonathan	10-May-2012	Apartment Damage, Eviction Filing Required

## Public Records

see NTN Tenant Performance Profile

Action	Date of Filing	Disposition
<b>Consumer, Jonathan (214 68th St)</b>	<b>08-May-2012</b>	<b>Judgment for Plaintiff \$1,000</b>

## Additional Information in File

(Experian) 1 item closed by consumer  
 (Experian) Bankruptcy, Chapter 13-Filed  
 (Experian) Fraud Victim Alert: \*\*#HK# ID SECURITY ALERT: FRADULENT APPLICATIONS MAY BE SUBMITTED IN MY NAME OR MY IDENTITY MAY HAVE BEEN USED WITHOUT MY CONSENT FRAUDULENTLY. DO NOT EXTEND CREDIT WITHOUT FIRST CONTACTING ME AND VERIFYING ALL APPLICANT INFORMATION. THIS SECURITY ALERT WILL BE MAINTAINED FOR 90 DAYS BEGINNING 05-01-14. (FACT ACT)

## Messages

Eviction filing caused the NTN DecisionPoint score to be reduced by 20 points  
 Tenant Performance caused the NTN DecisionPoint score to be reduced by 10 points

## Custom Criteria Used in Calculating the NTN DecisionPoint Score

If present, medical collections are ignored

End of NTN DecisionPoint

# NTN Tenant Performance Profile

Screened For: XX 011 - ABC Property Management  
DD-MM-YYYY

## Applicant Information

Consumer, Jonathan Quincy  
1014 William St  
Elizabeth, NJ 07201

SSN \*\*\*-\*\*-1111  
DOB 10-Jan-1951

## Additional Addresses

1013 William St, Elizabeth NJ 07201  
2 Johnson Ave, Cape May NJ 08210  
214 68th St, Guttenberg NJ 07093

**Names Screened:** Consumer, Jonathan ;Quincy, Jonathan

**Databases for Search:** Alaska; Southeastern Pennsylvania/New Jersey

## Unlawful Detainer Filing Data

Important Notice to Users of Landlord/Tenant Civil Court Filings and Judgments - A record on file may not always represent a disposition adverse to the consumer. A Landlord/Tenant Civil Court Filing does not necessarily mean that the defendant was evicted from an apartment, found to owe rent or in violation of other lease provisions. Lawsuits may be filed in error or lack merit. These records very rarely contain SSN or date of birth information, which may make it impossible to be certain that the following filings involve your applicant. NTN recommends calling the plaintiff listed for more information. This information is provided pursuant to the NTN subscription agreement.

08-May-2012 Case Number: LT00657308  
Def: Consumer, Jonathan 214 68th St Guttenberg NJ 07093  
Pla: NTN Inc County: Hudson

## Tenant Performance/Lease Violations

Consumer, Jonathan SSN: \*\*\*-\*\*-1111 2009 Bacharach St, AC NJ 08401  
Subscriber: Main St Apartments Phone: 215-456-7890  
01-Jan-2012 Apartment Damage  
01-Jan-2012 NSF Rent Checks

## Use of Applicant's SSN in Previous Screening

*NTN previously screened an applicant using this SSN. If the name below does not match your applicant's, ask to see your applicant's SSN card.*

21-Apr-2013 Consumer, Jonathan NTN Test, NJ 215-456-7890

## Landlord Identification

NTN suggests that this is the actual Property Owner for the address screened. NTN recommends that you contact them for a complete rental history on your applicant.

### Address Screened

1014 William [072]  
Landlord: Dufresne  
Phone: 215-225-5522

### Database Used

Southeastern Pennsylvania/New Jersey  
1013 William St, Elizabeth NJ 07201  
Date Verified: 04-Apr-2015



CAPITAL 1 BK/000000002 01-Apr-2005 N/A \$0 N/A 1321111111111 1 1 0  
 01-Oct-2009 \$230 N/A 18 111111  
 Revolving  
 Closed  
 1-AsAgreed  
 PAYMENT HISTORY : 09/2001-60; 08/2001-30  
 MAX DEL MOP : 03  
 ACCOUNT CLOSED BY CONSUMER  
 MAX DEL DATE : 09/01

FST USA BK B/000000004 01-May-1997 \$2,500 \$0 N/A 1111111111111 0 0 0  
 01-Feb-2000 \$2,500 N/A 29 1111111111111  
 01-Oct-1999 JointContract  
 Revolving  
 Closed  
 1-AsAgreed  
 CREDIT LIMIT: 2500  
 ACCOUNT CLOSED BY CONSUMER

**Trade Lines in Collections**

Firm Name/ID	Opened	CredLim	Balance	MoPmnt	Pay Pattern	30	60	90
Account Number	Reported	High Cred	Past Due	MoRep				
Account Type	Last Act		Owner	Terms				
Status								
FIRST EXPRES/F1234569	27-Sep-2007	N/A	\$6,164	N/A		0	0	0
	19-Feb-2010	\$11,196	\$3,699					
	31-Mar-2009		Individual	M				

Closed  
 9-Collection  
 ACCOUNT WAS CLOSED BECAUSE OF CHARGE OFF OR REPOSSESSION  
 UNSECURED  
 PROFIT & LOSS WRITEOFF

**Collections**

Creditor	Date Reported	Member Number	Balance
Industry Code	Orig Amt Date	Account Number	Orig Amt
Status	Date Assigned		
Narratives			
COLLECTION COMPANY OF	02-Feb-2009	00000001	\$0
	01-Feb-2009	100000001	N/A

Closed  
 COLLECTION AGENCY ATTORNEY  
 PAID ACCOUNT/WAS A COLLECTION ACCOUNT, INSURANCE CLAIM OR GOVERNMENT CLAIM OR WAS TERMINATED FOR DEFAULT  
 ORIGINAL CREDITOR: VERIZON  
 RECENT DELINQUENCY DATE(S): 05/02

REVENUE RECOVERY GROUP	16-May-2009	000000002	\$25
	01-May-2009	2000000002	N/A

Closed  
 COLLECTION AGENCY ATTORNEY  
 ACCOUNT SERIOUSLY PAST DUE DATE/ACCOUNT ASSIGNED TO ATTORNEY, COLLECTION AGENCY, OR CREDIT GRANTORS INTERNAL  
 COLLECTION DEPARTMENT.  
 ORIGINAL CREDITOR: ELIZABETH EMERGENCY PHYSICIANS  
 RECENT DELINQUENCY DATE(S): 05/03

**Inquires**

Date	Subscriber Name	Subscriber #	Date	Subscriber Name	Subscriber #
23-Mar-2014	NATIONAL TENANT NETW	0000001	21-Feb-2014	FINANCIAL ASSET MGMT	0000002
09-Jan-2014	MORTGAGE SERVICES	0000003	06-Dec-2013	LANDLORD PROTECT INC	0000004
17-Mar-2012	EQUIFAX MORTGAGE SER	0000005	07-Dec-2011	AMERICAN EXPRESS	0000006

## Alert Messages

ADDRESS DISCREPANCY ALERT: SUBSTANTIAL DIFFERENCE BETWEEN THE ADDRESS SUBMITTED IN THE CREDIT REQUEST AND THE ADDRESS(ES) IN THE CREDIT FILE. VERIFY IDENTITY OF CONSUMER BEFORE GRANTING CREDIT. (FACT ACT)

SAFESCAN WARNING: INQUIRY ADDRESS HAS BEEN ASSOCIATED WITH MORE THAN ONE NAME OR SOCIAL SECURITY NUMBER. THOROUGH VERIFICATION S

\*\* SSN VERIFICATION \*\*

Subject SSN: \*\*\*-\*\*-9494

MASTER DATABASE SUBJECT SSN: \*\*\*-\*\*-9494

MASTER DATABASE SUBJECT SSN VERIFIED: Y

DATE ISSUED: 1979

STATE ISSUED: NM

### **SCORING**

#### **ExperianFairIsaac**

700

(22) ACCOUNT(S) NOT PAID AS AGREED AND/OR LEGAL ITEM FILED.

(13) LENGTH OF TIME (OR UNKNOWN TIME) SINCE ACCOUNT DELINQUENT.

(18) NUMBER OF ACCOUNTS DELINQUENT.

#### **ExperianNewNationalRisk**

502

(19) AVERAGE AGE OF REVOLVING BANK ACCOUNTS

(35) DELINQUENCY ON BANK INSTALLMENT LOANS

(01) TOO FEW ACCOUNTS NOW CURRENT

(08) PRESENCE OF NON-SATISFACTORY RATINGS ON ACCOUNTS

Access No: XX 011

Order No: 3619422

Reference No: Rose Unit

# OFAC Search

Screened For: XX 011 - ABC Property Management  
DD-MM-YYYY

## Applicant Information

Consumer, Jonathan Quincy                      SSN \*\*\*-\*\*-1111  
1014 William St                                      DOB 10-Jan-1951  
Elizabeth, NJ 07201

## **Terrorist Database Search Results**

Name: Jose Rolando GOMEZ LLANOS AISPUR0

Known AKA's: John Consumer  
R.F.C. GOAR710208RS0 Mexico, Passport 340038412  
Known ID's: Mexico, Passport 340015480 Mexico

Program: SDNTK

Date of Birth: 8 Feb 1971

Place of Birth: Culiacan, Sinaloa, Mexico

Nationality: Mexico

Known Addresses:

c/o COMERCIALIZADORA BRIMAR'S, S.A. DE. C.V.  
Culiacan Sinaloa Mexico

Acoxa Andador 9, Edificio 44, Colonia Villa, Coapa  
Distrito Federal Mexico

Calle Bradley, No. 5, Col. Anzures, Deleg. Miguel Hidalgo  
Mexico City Distrito Federal Mexico

c/o COMERCIAL JOANA, S.A. DE C.V.  
Guadalajara Jalisco Mexico

Name: Orlando MORENO BALANTA

Known AKA's: John Consumer  
Known ID's: Cedula No. 10555424 Colombia

Program: SDNT

Known Addresses:

c/o CAJA SOLIDARIA  
Bogota Colombia

c/o COPSERVIR LTDA.  
Bogota Colombia

### **Criminal Report Disclaimer**

This criminal background check is based upon limited identification information, i.e. name and/or birth date, etc. Because of this, absolute certainty that this check applies to the individual being screened is not possible. Caution is urged even when this check produces an accurate match. The data relied on for this criminal search was obtained from State Agencies and are updated through the Dru Sjodin data feed. Terrorist search results are obtained from the Federal Office of Foreign Asset Control and various State Agencies. These Agencies AND NTN URGE YOU to independently VERIFY all criminal background information prior to using the data. To verify terrorist matches contact the Federal Office of Foreign Asset Control at 202-622-2490. Additional information and verification can be obtained from the local law enforcement agency where the offender resides. No responsibility is accepted by NTN for errors in State records.

**VERIFY ALL DATA**

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		

**or**

<b>Employer identification number</b>									
					-				

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

**Part II. Certification**

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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