



Investor Risk Disclosure and Self-Accreditation

Carolina Property Management is engaged in the business of property management. Our role is to provide a legally compliant, professional management experience that minimizes the risks associated with owning and leasing residential real estate. However, owning rental property inherently involves legal, regulatory, and financial risks beyond CPM's control.

CPM makes no guarantees as to the financial performance of your property or any tenant placed within it. The success of your investment depends on a variety of factors, including market conditions, property condition, tenant behavior, and your own financial readiness to absorb normal investment risks.

By signing below, I acknowledge the following:

I understand that owning rental real estate carries inherent risks, including but not limited to:

- Periods of vacancy and loss of rental income
- Tenant non-payment or late payment of rent
- Property damage caused by tenants or third parties
- Unexpected repairs, maintenance, or capital expenses
- Changes in market rental rates or local regulations
- Legal expenses related to lease enforcement or eviction

I acknowledge that Carolina Property Management cannot guarantee the financial performance of the property, the behavior of tenants, or uninterrupted rental income.

I affirm that I have adequate financial resources to engage in rental property ownership and to cover expenses associated with vacancy, non-payment, or repairs. As a general guideline, I maintain a financial reserve equivalent to at least three months of rent per property under management.

I acknowledge that I have reviewed and understand the risks described in this disclosure and am proceeding with full awareness of these potential outcomes.

Owner Name: _____

Property Address: _____

Signature: _____

Date: _____



PROPERTY MANAGEMENT AGREEMENT

SILVER PACKAGE

1. Parties:

1.1 The parties to this agreement are **Owner:** _____ (“Owner”)

Agent: Carolina Property Management, LLC (“Agent”)

1.2 **The undersigned** warrants that Owner is the sole Owner of the Property and/or that the undersigned is duly authorized by the Owner to enter into this agreement.

2. **Employment of the Agent:** Owner hereby employs the Agent as Owner's sole and exclusive Agent and Agent to rent, manage, maintain, and operate the property described below.

3. Property Address:

3.1 _____ (“Property”) County: _____

3.2 _____ (“Property”) County: _____

3.3 _____ (“Property”) County: _____

3.4 _____ (“Property”) County: _____

3.5 _____ (“Property”) County: _____

4. **Number of Units:** _____

5. **Term:** This agreement (“Agreement”) shall commence on _____ and shall remain in effect for a period of 30 days. The Agreement will automatically renew for successive monthly terms until either party terminates by providing at least 30 days written notice prior to the end of any term.

6. **Compliance with the Law:** The parties will comply with all obligations, duties, and responsibilities under all North Carolina and Federal laws, including fair housing laws, and any other statute, administrative rule, ordinance, or homeowner's association covenant applicable to the property. The owner acknowledges that as a North Carolina property management company, Agent is subject to regulation by the North Carolina Real Estate Commission and must comply with North Carolina Real Estate Commission rules and regulations. **Please Note: The broker shall conduct all brokerage activities in regard to this agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any party or prospective party.**

7. **Reserves:** Owner will deposit \$1,000 with Agent to be held in a trust account as a reserve for Owner. The Agent may, at the Agent's discretion, use the reserve to pay any expense related to the leasing and management of the Property (including the Agent's charges). If the reserve needs replenishment, the Agent is authorized to withhold disbursements to Owner until the reserve is replenished. Agent is not obligated to advance any money to Owner or on Owner's behalf. If the reserve balance is at any time insufficient to pay disbursements due, Owner will, immediately upon written notice, remit to Agent sufficient funds to cover deficiency and replenish the reserve. If an Agent does advance funds on Owner's behalf, then any funds not paid to Agent within 10 days of request will bear interest at a rate of 1% per month or at the legally permissible rate at the time the debt is due. Owner acknowledges and understands that Agent may from time to time retain additional amounts that Agent may from time to time retain additional amounts that Agent notifies Owner in advance in writing are reasonably necessary for the management of the property.

8. **Authority of the Agent:**

8.1 : **Leasing and Management Authority:** Owner grants to Agent the following authority, which Agent will exercise at Agent's sole discretion:

A. Advertise and show the Property for rent at Owner's expense by means and methods that Agent determines are reasonably competitive. Owner authorizes Agent to advertise the Property on the Internet and MLS, and through any other medium Agent determines, in Agent's sole discretion, will result in the most and best tenant prospects.

B. Agent may use Self Show digital boxes to allow prospective tenants to view the property without an agent present so long as the Property is vacant. Agent is not responsible or liable for any damage or injuries because of tenant showings and Owner hereby indemnifies and holds Agent harmless for any damage or injury resulting from a prospective tenant showing.

C. Negotiate, execute, amend, and terminate leases on Owner's behalf for the Property. Agent shall, at Agents sole discretion, establish, maintain and terminate leases with tenants of the Property, including granting partial or full refunds or terminations and settling disputes regarding any lease contract if in Agent's sole discretion, the tenant's use and enjoyment of the Property has been or will be materially and adversely affected by some condition at the property, including but not limited to issues with the electrical, plumbing, sanitary, heating, or major appliances that can be repaired reasonably or promptly. The Agent shall have sole responsibility for establishing the terms and conditions for Leases of the Property, including but not limited to approving applicants, establishing rental rates, security deposits, tenant charges, pet terms and charges, Support & Service Animals and Lease terms and conditions. Agent shall not be required to present all offers to lease to Owner.

D. Security deposits shall be held by Agent in a trust account on behalf of Owner and financial responsibility of such security deposits is the sole obligation and duty of Agent or will have the tenant(s) enroll with Qira for Security Deposit replacement coverage. The disposition of the security deposits of all tenants shall be in the sole discretion of the Agent. Any trust account Agent maintains under this Agreement may be an interest bearing account and Agent shall retain any interest earned on trust account funds. Institute and prosecute, at Owner's expense, actions to evict tenants in the Property, recover possession of the Property and/or hire a collection agency to recover lost rent and other damages due to any Lease; Agent shall have authority on behalf of the Owner to terminate any lease or rental agreement covering the Property, to execute and serve such legal or other notices as Agent deems appropriate, to institute legal actions for the benefit of, and the expense of, the Owner for the purpose of evicting tenants in default and/or to recover possession of the Premises, and/or to recover unpaid rents and other sums due from any tenant; to settle, compromise and release claims by or against any tenant, and to employ attorneys and any other professional service provider that Agent deems necessary and/or appropriate as it relates in any way to Leases, tenants or tenancies, or this Agreement. Owner agrees that Agent is not responsible for the collection of delinquent accounts. Agent assumes no liability for monies that are uncollectible or for any damages or costs related to the tenancy and the property.

CPM has the option to refund the tenant's security deposit to the Owner and then Owner will be responsible for the disposition and return of the deposit.

E. Should the Agent engage in any collection action against any tenant, whether on its own or through any third-party collection agency, Owner agrees to accept the terms of the Agent or collection agency's standard contract when executed for Owner by Agent. When engaging in any collection action, Agent will, at Agent's expense, pay all legal charges associated with the collection of such account and Agent will retain 40% of all funds collected for this service in addition to the management charges as listed in Section 10.

F. Hire contractors to repair, maintain, or alter the Property if Agent does not expend more than \$1,000 for any single repair, maintenance item, or alteration without Owner's prior written consent, unless the repair is deemed necessary by Agent and/or in an emergency.

G. Hire contractors to make emergency or necessary repairs to the Property, without regard to the expense limitation above, that Agent determines are necessary to among other things, protect the Property, maintain the health or safety of a tenant or the public, maintain the Property in a fit and habitable condition as required by law. Agent may contract for annual preventative maintenance at the expense of the Owner.

H. Contract, at Owner's expense, in Owner's name, for all utilities and maintenance to the Property, and other regularly recurring expenses that Agent determines are reasonable to maintain and care for the Property.

I. Perform other services deemed necessary by the Agent, related to the leasing and management of the Property. If Agent collects administrative charges from tenants or prospective tenants, including but not limited to, residential benefit package charges, security deposit replacement charges, HOA violation charges, application charges, posting charges, returned check charges, re-letting charges, late charges, pet charges or other customary charges, Agent will retain such charges as compensation under this Agreement. Agent need not account to Owner for such charges and these administrative charges are earned and payable at the time Agent collects such charges.

J. Keypad installation and use

To reduce rekeying expenses between tenant turnovers and to align with current tenant expectations, CPM may install a keypad lock on the primary entry door that CPM can access remotely.

For the primary door, CPM will remove the existing door hardware, securely package it, and store it within home. Upon termination of CPM's management services, CPM will remove the keypad lock (which will not remain with the property) and reinstall the original hardware. If the original hardware is missing or damaged at the time, CPM will replace it with comparable hardware.

The owner will be charged a one-time fee of \$250 for the initial installation of the primary door keypad.

For additional doors that can accommodate a keypad lock, CPM may install a Kwikset keypad. These additional keypads will remain at the property ever after CPM no longer manages it. Installation and materials for additional door keypads will be charged to the Owner at \$135 per keypad.

8.2: Record Keeping:

A. Agent will maintain accurate records related to the Property and file Form 1099 with the Internal Revenue Service related to funds received on behalf of Owner.

B. Agent will remit, on or about the 15th day of each month, the following items to Owner: funds transferred electronically, collected by Agent for Owner under this Agreement, less deductions and charges allowed under this Agreement, directly to Owner's bank account; and a statement of statements, delivered electronically.

8.3: Deductions and Offset: Agent utilizes funds collected or held by Agent on behalf of Owner to pay any compensation or reimbursement due Agent, contactors, vendors, or staff and to repay Agent for expenses made on behalf of Owner under this Agreement.

9. Owner's Representations:

A. Owner is not delinquent in the payment of any property taxes, Owner's association charges, property insurance, mortgage, or any encumbrance on or affecting the Property.

B. The Property is not subject to a Lis Pendens or any legal action.

C. Owner agrees to furnish Agent with funds, as requested by Agent, as needed to cover all charges, repairs, and maintenance allowed or due under this Agreement.

D. Owner and Agent are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of a tenant. Owner is obligated under the North Carolina Warranty of Habitability law to repair any such condition or Code Violations for a tenant, Owner represents that Owner is not aware of a condition concerning the Property that materially affects the health or safety of a tenant and Owner is not aware of any Housing Code Violations on this Property.

10. **Owner's Cooperation: Owner agrees to:**

- A. Indemnify and hold harmless Agent for damages to personal property left by the Owner on the Property.
- B. Refrain from contacting or negotiating with any prospective or current tenant in the Property concerning any matter related to the management or leasing of the Property but refer all such dealings to Agent.
- C. Refrain from entering into a listing agreement or property management agreement with another Agent for the rental, leasing, or management of the Property to become effective during this Agreement.
- D. Utilizing only insured and licensed contractors, subcontractors and/or vendors to perform repair or maintenance services on the Property.
- E. Not list the property for sale except during the last 30 days of any lease agreement and with prior written notice to Agent.
- F. Abide by all Federal, State, and Local Fair Housing Laws.
- G. If the Property is vacant, the Owner may choose to coordinate repairs, however during this time Agent will not advertise the property for rent until the repairs are completed.
- H. If the Owner does NOT want the Agent to perform a lease renewal, the Owner must notify Agent in writing a minimum of 120 days prior to the lease expiration date.

11. **Insurance:** always during this Agreement, Owner must maintain in effect and deliver copies to Agent:

- A. A public liability insurance policy (Landlords Policy) that names Agent as an Additional Insured and covers losses related to the Property in an amount of not less than \$1,000,000 per occurrence. Owner will provide Agent, at least annually, a copy of this liability insurance policy to Agent or when the Owner's Carrier or policy changes.
- B. A hazard insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.

12. **Agent Charges:**

A. This Paragraph survives termination or expiration of this Agreement regarding charges earned during this Agreement, which are not payable until after its termination. Agent may deduct any charges from any funds Agent holds in trust for Owner prior to distribution to Owner. If the Owner terminates this Agreement within 90 days of its effective date and Agent placed a tenant, Owner shall pay Agent a termination charge of (1) one month of the advertised rent or leased rent amount and pay for the move in inspection, onboarding charge, photography charge, cost to measure your home, and any other related onboarding and leasing charges. Owner authorizes Agent to earn additional income from tenant/resident benefits packages, pet charges, lease renewals, and money collected on owner's behalf, including money from collections, as noted herein or in the fee schedule provided to Owner.

B. Management Charges: Each month Owner will pay Agent **8.99%** of the gross monthly rent income collected that month, paid in advance.

C. Professional Photography: When taken for new property or new renovations, Owner will pay Agent \$199 per unit and Detailed floor plan charge of \$149 per unit.

D. Leasing Charges for New Tenancies: Each time the Property is leased to a new tenant, the Owner will pay the Agent a leasing charge equal to 50% of one full month's rent, due and payable at the time the lease is executed.

E. Lease Renewal: Each time a tenant on the Property renews or extends a lease, the Owner will pay the Agent a renewal charge of \$150.

F. Property Condition Report: Upon completion of a property condition report, Owner will pay Agent a property condition report charge of \$79.

G. Vendor Oversight/ Repair Coordination: Any vendor invoice may be billed to Owner at a rate of cost plus 15%, or at current market rate, as determined by Agent or If the total renovation/repair exceeds \$1000, invoice may be billed to Owner at a rate of cost plus 10%, or at current market rate, as determined by Agent.

H. Owner gives Agent the authority to hold all original leases on behalf of the owner and owner acknowledges that the Agent will retain all original copies when management services are terminated. Copies of leases and rent rolls (up to 1 year) will be provided to the Owner within 15 days of the Owner's written request, at a cost of \$45 per report.

I. Move in and move out evaluations will be charged at \$150 to Owner whenever a resident moves in or out. Pre-lease renewal evaluations will also be charged \$150 to the owner which will be completed approximately 90 days before lease renewal. During these evaluations, we may replace smoke/CO2 detectors, doorstops, filters as needed, which will be charged to Owner. The owner will be charged \$120 for routine evaluations approximately 30 days after new residents move in, as well as for any additional routine evaluations.

J. Charge for the purchase of supplies - \$25

K. Attend lock-out - \$50/hour

L. Document retrieval - \$25 per document

M. Account set up - \$85

N. Paper 1099/year end statement - \$30 per property (Or opt in to online on Owner Portal)

O. Trip charges for keys made - \$50

P. Setting up utilities - \$50

Q. NSF check charge - \$35

R. Key copy charge per key - \$10

S. Creating a punch list of needed repairs to make property ready for new tenant - \$75

T. Eviction plus court costs and filing charges - \$500

U. Court prep and appearance - \$85/hour

V. Agent may engage an eviction Attorney to handle the eviction case and these charges shall be the sole responsibility of the Owner.

W. \$60 per hour for any additional work requested, including travel time. Minimum 1 hour, over 1 hour, bill prorated on 15 min increments.

POLICE ALERTS: The Charlotte-Mecklenburg Police Department offers a free service for rental property owners, as well as property managers, to receive email alerts for calls for police service or crime incidents that may occur at registered rental properties.

Some of our rental owners are already registered, and they appreciate being alerted to potential problems. Registration of rental properties in this program is voluntary. We are happy to register your property for you, if you approve. Let us know of your approval, and whether we should use an email address or mailing address other than the private ones we have on file for you when registering your property. From what we understand, we may also list your address as c/o our business address if you wish to maintain your privacy.

Are you agreeing to this service? **YES** ____ **NO** ____

Management services do not include:

Normal property management does not include monthly inspections, representation at court hearings, depositions, homeowner meetings, providing on-site management, property sales, preparing the Property for sale, supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, legal proceedings, or insurance related paperwork and estimates. If the Agent performs services not included in normal property management or specified above, Owner shall pay Agent a charge of \$75 per hour. For fire restoration, rehabilitation, major repairs or insurance claims, Owner will pay the full cost of such repairs plus an oversight charge of 10% of such repairs.

13. Liability and Indemnification:

A. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair, and utility agreements) entered into before or during this Agreement by Owner or by Agent under Agent's authority under this Agreement. Owner agrees to hold Agent harmless from all claims related to any such contracts

B. Owner agrees to protect, defend, indemnify, and hold Agent harmless from any damage, costs, attorney's charges, and expenses that:

- Are caused by Owner, negligently or otherwise
- Arise from Owner's failure to disclose any material or relevant information about the Property
- Are caused by Owner giving incorrect information to any person; or
- Are related to the management of the Property and are not caused by Agent, negligently or otherwise.

- Owner represents that the Property complies with the legal requirements regarding carbon monoxide.
- Landlord agrees to indemnify and hold Agent harmless if the Property does not comply with the legal requirements referenced.

C. Agent is not responsible or liable in any manner for:

- Any late charges or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the Property
- Damages to Property, or Owner, caused by a tenant's breach of a lease.
- Any liabilities for bankruptcy or failure of the bank where escrow funds are deposited.

D. Agent is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Agent's negligence, including but not limited to injuries or damages caused by:

- Other agents, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
- Acts of third parties (for example, acts of God, vandalism, theft, or criminal acts);
- Freezing or leaking water pipes including damage to sprinkler systems due to freezing temperatures.
- A dangerous condition or environmental condition on the Property; or the Property's non-compliance with any law or ordinance.

14. **Attorney's Charges:** If Owner or Agent is a prevailing party in any legal proceeding brought as a result of a dispute under this Agreement or any transaction related to or contemplated by this Agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's charges.

15. **Agreement of Parties:**

A. Entire Agreement: This document contains the entire agreement of the parties.

B. Assignments: Agent may assign its rights and delegate its duties under this Agreement without Owner's consent, however, in the event of such assignment, Owner shall have 30 days from receipt of notice of assignment to terminate this agreement. After that time, this Agreement shall remain in full force and effect.

C. Binding Effect: Owner's obligation to pay Agent an earned charge is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.

D. Joint and Several: All Owners executing this Agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this Agreement.

E. Governing Law: North Carolina law governs the interpretation, validity, performance, and enforcement of this Agreement.

F. Severability: If a court finds any clause in this Agreement invalid or unenforceable, the remainder of this Agreement will not be affected, and all other provisions of this Agreement will remain valid and enforceable.

G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, or e-mail address. All terms and conditions of this Agreement are subject to change by Agent, with a 30-day notice to Owner.

H. Indemnity: Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorneys' charges, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the Property by Agent or the performance or exercise of any duty, obligation or authority set forth herein or hereafter granted to Agent, or arising out of a tenant's breach of any lease for the Property, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent;

I. Sale of Property: If a tenant procured by Agent purchases all or a portion of the property from the Owner during the term of this Agreement, or within 12 months after its termination, Agent will due to a fee equal to (4.5%) of the sales price at the time of closing. The owner agrees that an agent is authorized to be a Dual-agent when selling the Owner's property to a tenant.

J. Tenant Information: Owner acknowledges and understands: (i) that state and federal laws regulate the maintenance and disposal of certain personal information of consumers, such as social security numbers, drivers' license numbers, account numbers and other numbers that may be used to access a person's financial resources, and (ii) that contractual limitations with third-party providers of credit reports or other background information relating to prospective tenants may limit or prohibit Agent's dissemination of such reports/information. Owner agrees that Agent shall not be required to disclose any such information to Owner about a tenant or prospective tenant, and that if Agent does disclose any such information to Owner, Owner will indemnify and hold Agent harmless from any and all costs, expenses, attorneys' charge, suits, liabilities, damages or claims for damages as set forth in paragraph 9(e) of this Agreement as a result of the disclosure of any such information to or by Owner.

K. Exclusivity: Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner, or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction there from of any charge due Agent hereunder.

L. Smoke and CO Detectors: North Carolina law requires smoke and carbon monoxide detectors be installed in rental property. These devices will be checked, and fresh batteries installed, or devices replaced, each time a new tenant occupies the property, at the Owner's expense.

M. Locks: If Locks are rekeyed this will be at the Owner's expense.

N. Normal Wear and Tear: The Owner understands that some "wear and tear" expenses will occur and that these costs cannot be charged to a Tenant and realizes the Owner will incur these expenses. Upon renting, the law recognizes the property as a business and requires Owner to expect some expenses for cleaning and maintenance as "normal wear and tear" while operating a rental property.

O. Service Animals: Owner understands that state and federal law govern "service animals" and "emotional support animals", and those animals are NOT legally considered pets, and therefore pet policies do not apply. Owner agrees that Agent must comply with HUD's Fair Housing Act Guidelines pertaining to Service & Support Animals.

P. Termination: If this Agreement terminates before, at the same time, or within 60 days after an expiring tenant lease agreement, the Owner shall be responsible for completing the security deposit disposition to the tenant or ex-tenant. All funds shall be distributed to the Owner within 60 days of the termination date.

Q. Legal Advice: Agent cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this Agreement, consult an attorney BEFORE signing.

R. Foreclosure: In the case of a pending foreclosure, Agent may freeze all Owner related funds and withhold disbursements.

SIGNATURES:

In Witness Whereof, the parties hereto have affixed or caused to be affixed their respective signatures dated. The undersigned affirm that they are duly authorized representatives who have been delegated the full authority to enter into this agreement on behalf of their entity.

Owner 1 Name – Print

Owner 2 Name – Print

Owner 1 Name – Signature

Owner 2 Name – Signature

Agent Name – Signature

Date: _____



INSURANCE:

At the time of the execution of this agreement, Owner shall have the following insurance, and such insurance shall be maintained in force during the full term of this agreement. Owner must maintain in effect:

1. Comprehensive public liability property insurance with minimum coverage of \$1,000,000 that names Broker as a co-insured or additional insured.
2. Owner understands that it is his/her responsibility to maintain adequate Fire and extended coverage hazard insurance in an amount equal to the total replacement cost of the structure and other improvements.
3. Any additional insurance required.
4. Not later than the 15th day after the Commencement Date, Owner must deliver to Broker copies of certificates of insurance evidencing the coverage required.
5. Owner will be enrolled in the broker's Master General Liability Insurance if Owner fails to provide coverage noted above that lists the brokers as additional insured.

The cost is NC properties - \$8.59 and SC properties - \$8.64 with a \$5 administration charge total of NC properties - \$13.59 and SC properties - \$13.64 a month.

Owner may: opt-out of brokers Master General Liability Policy at any time by providing a copy of public liability insurance with minimum coverage of \$1,000,000 that lists broker as additional insured. There will not be a charge if Owner provides proof of required insurance no later than 15 days from execution of this agreement.

Owner shall indemnify and hold agent harmless from any occurrence, liability, action, damage or litigation that arises during any period where no insurance exists or the policies lapse. Furthermore, if Owner's insurance is inadequate or fails to defend Owner and Agent from any occurrence, liability, action, damage or litigation, Owner shall be solely responsible. All policies shall provide that Agent is provided 30 days notice of cancellation and said policies shall name Agent as additional insured on the liability portion.

The owner understands that a vacant dwelling may not have proper insurance coverage. The owner should consult with their insurance agent to determine if additional coverage is needed.

Property Owner Signature & Date

Property Owner Signature & Date

Property Owner Signature & Date

Agent Signature & Date

The easy way to add your Property Manager as Additional Insured



To help you minimize costs, we participate in SureVestor's Master General Liability program. This program minimizes your costs and provides a simple easy way to add your property manager (PM) to your dwelling policy.

Here's how it works



1. You choose one of three options.



2. Your PM is covered.



3. You're insured in the event of a tenant injury lawsuit.

Please select one of the following options

OPTION 1

Do nothing - you will be automatically enrolled in master general liability insurance Program.

- Low Cost
- No Hassle
- Complies with Management Agreement

OPTION 2

Have your insurance company for your rental property name the property manager as additional insured on the policy.

OPTION 3

Purchase rental dwelling insurance from or a licensed agent of your choice. Please ensure to obtain limits that meet the required amounts and name our Property Management Company as an "additional insured".

Never been in a lawsuit?

The one time it happens you'll be glad you have SureVestor.



LANDLORD PROTECTION PLUS

Our goal at Carolina Property Management, LLC is to shield our property owners from a wide range of financial risks that can jeopardize their success and profitability.

Protection and Profitability that is Problem-free!

There are many risks to owning a rental property that can cost you a lot of money. Some of these risks, including Tenant Malicious Damage, are not covered by any other broker in the U.S. except for SureVestor. That's why as a part of our service, we offer their ProtectionPlus Insurance which is only available when under our management and automatically includes the following:

- **Loss of rent guarantee** with up to 25 weeks of rent loss
- **Eviction Guarantee** with \$5k in eviction coverage, plus \$600 for any sheriff charges
- **Tenant Malicious damage guarantee** with \$35k in Coverage
- **\$100k in tenant accidental damage coverage** resulting in fire, Water, Smoke, and Explosion
- **\$1,000,000 coverage for 3rd party claims** that happen on your property*
- **\$15K in Theft** or Damage Due to Theft.
- **Rekeying of locks** if a tenant skips or has to be evicted
- **\$5k lockbox coverage**

Remember, this insurance is only available through SureVestor by being a client of ours. *Please note that the loss of rent Insurance covers properties with rents between \$1000-\$3000. For properties with higher rents, you will be protected by the \$3000 maximum rent loss limit. Tenant occupied properties where the tenant is not current on rent and had not paid rent on time for the previous two months, will not be eligible for the Loss of Rent, Eviction and tenant malicious damage Guarantees until those conditions are met.* To view the complete listing of benefits, download the [detailed flyer here.](#)

The monthly charge for this Protection Plus is only \$42.00 per month which includes the tax and there is a small administration charge of \$8.00 This cost is per unit for Multi-Family properties. That is only a fraction of the costs of paying for \$35,000 in tenant damages, legal charges or lost rent out of your own pocket. Plus, it gives you twice as much liability coverage that you probably have on your current dwelling policy.

I/We acknowledge, the policy will start upon the start date in the management agreement.

To Opt-out of this coverage, **(ONLY CHECK BELOW IF OPTING OUT)**

I/We acknowledge that our Property Manager has informed us of the risks associated with owning rental property and I have decided NOT to take advantage of these guarantees and agree to self-insure my rental investment.

I acknowledge reading and agreeing to the above. I also affirmatively consented to electronic delivery of any insurance documentation until further notice.

Property Owner Signature & Date

Property Owner Signature & Date

Property Owner Signature & Date

Agent Signature & Date

Guaranteed Protection For Landlords



Malicious Damage Guarantee



Loss of Rent Guarantee



Eviction Cost Guarantee

ProtectionPlus— POLICYBENEFITSCHECKLIST

LOSS OF RENT	Max Level of Cover
Tenant Skip (<i>Lease Break</i>)	8 weeks
Tenant Delinquency (<i>Eviction Order granted</i>)	10 weeks
Tenant Delinquency (<i>Writ of Possession obtained</i>)	12 weeks
Tenant Death (<i>sole tenancy</i>)	12 weeks
Tenant Murder or Suicide	25 weeks
Untenable (<i>due to malicious damage by tenant to the contents only</i>)	8 weeks
Untenable (<i>due to malicious damage by tenant to the building only</i>)	8 weeks
Victims of Violence	4 weeks
ADDITIONAL BENEFITS	
Malicious damage to building and/or contents	\$35,000*
Theft or damage due to theft to building and/or contents	\$15,000*
Eviction filing fee, Eviction defense costs	\$5,000
Sheriff, Marshall or Constable fees	\$600
Loss due to use of Digital Lock Boxes	\$5,000
Service and/or companion animal damage	\$1,000
Re-keying of locks	\$400
General Liability for 3rd party claims that happen on your property	\$1,000,000
*A deductible of \$1500 per event will be applied to all Malicious Damage and Theft Claims.	

This crucial insurance is available exclusively through Professional Property Managers

ELIGIBILITY CRITERIA

- Scheer Landlord Protection Insurance is only available for properties that are managed by a Professional Property Management Agent.
- Cover is not available on any property with a monthly rent below \$1000 or that is located within the five boroughs of New York City.
- All claims will be settled according to the lesser of the rent on the current lease, or up to a maximum per month rent cover of \$3000
- Tenant occupied properties where the tenant is not current on rent and had not paid rent on time for the previous two months, will not be eligible for the Loss of Rent, Eviction and tenant malicious damage Guarantees until those conditions are met.



ADDENDUM TO EXCLUSIVE RIGHT TO ADVERTISE/PROPERTY MANAGEMENT AGREEMENT

Marketing Materials Ownership and Usage

This Addendum is made part of and incorporated into the Property Management Agreement (“Agreement”) by and between: Carolina Property Management, LLC (“CPM”) and _____ (“Owner”) for the property located at: _____ (“Property”)

1. Ownership of Marketing Materials

All marketing materials created, produced, or commissioned by CPM in connection with the Property—including, but not limited to, photographs, videos, virtual tours, floor plans, written descriptions, advertisements, digital content, and social media posts (collectively, “Marketing Materials”)—shall remain the sole and exclusive property of CPM.

2. No Transfer of Ownership

Owner acknowledges and agrees that any fees paid for photography, videography, or marketing services are for the service and production only and do not transfer any ownership or intellectual property rights in the Marketing Materials to Owner.

3. Limited License to Owner

CPM grants Owner a limited, non-exclusive, non-transferable license to use the Marketing Materials solely for purposes of marketing the Property while under an active agreement with CPM.

Any permitted use must include attribution to Carolina Property Management, LLC where reasonably applicable.

4. Restrictions on Use

Owner, or any third party acting on Owner’s behalf, shall not:

- Copy, reproduce, distribute, or publish the Marketing Materials
- Modify or create derivative works
- Provide or transfer the Marketing Materials to another brokerage, property manager, or third party
- Use the Marketing Materials for future listings, leasing, or sales activities without prior written consent from CPM.

5. Termination of Rights

Upon termination or expiration of the Agreement, all rights granted to Owner for use of the Marketing Materials shall immediately terminate.

6. CPM Retained Rights

CPM retains a perpetual, irrevocable right to use all Marketing Materials for its own business purposes, including but not limited to advertising, marketing, portfolio display, and promotional use.

7. Unauthorized Use (Enforcement)

Any unauthorized use of CPM’s Marketing Materials shall constitute a material violation of this Agreement.

CPM reserves the right to pursue all available legal remedies, including but not limited to:

- Injunctive relief
- Monetary damages
- Recovery of reasonable attorney’s fees and legal costs

8. Conflict with Agreement

In the event of any conflict between this Addendum and the Property Management Agreement, this Addendum shall control with respect to Marketing Materials.

9. Entire Addendum

This Addendum represents the entire understanding of the parties regarding Marketing Materials and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates below:

CAROLINA PROPERTY MANAGEMENT, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

OWNER

Signature: _____
 Name: _____
 Date: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 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:
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

We are excited to announce we are transitioning to electronic check (eCheck) payment method! Your payments will be automatically deposited to your bank account, no more waiting until payment arrives in the mail!

The sign-up process is easy: Simply complete the form below and return to the referenced email with a copy of your cancelled check where you'd like us to deposit the funds.

Authorization Agreement for Automatic eCheck Deposits (ACH Credits)

You hereby authorizes and request Carolina property Management LLC to deposit all funds due for services rendered, automatically to my account identified below. I understand that it is my responsibility to ensure the below account information is correct and I confirm that I am authorized to accept funds into this account. This authorization will remain in effect until I have cancelled it in writing.

Bank Name _____

Checking Account _____

Savings Account _____

Account Name _____

Routing # _____

Account # _____

Tax Payer ID _____

Vendor Address _____

Print Name: _____ Date: _____

Signature: _____

A voided check must be emailed to accounting@carolinaspropertymanagement.com for bank purposes.