

STANDARD FORM APARTMENT LEASE (SIMPLIFIED FIXED TERM)

Date: _____

This is a Lease of Apartment No. 3, Located in a Building Numbered 210 Erie Street in Cambridge, Massachusetts. The Landlord is Campbell Murray & Thea Texor whose address is 50 Newton Street Brookline, Ma 02445 and whose telephone number is 617-480-6424. The Tenant is Samuel Jordan & Alexandra Gurel. The term of this lease is 12 months, beginning on 08/01/2022, and ending on 07/31/2023, although it is possible that the term may end sooner as explained later in the Lease. Landlord and Tenant agree that each of them has various rights and duties, and that this Lease is subject to certain conditions, as follows:

***FOR MAINTENANCE THE TENANT SHOULD CONTACT:**

Campbell Murray (Name) 617-480-6424 (Telephone)

(Street Address) (City, State, Zip)

*To be filled in only where maintenance is performed by Managing Agent.

TENANT:

This section governs rent payments. In some cases, rent payments may increase during the lease term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.

<i>aj</i> 04/21/22	<i>aj</i> 04/21/22

This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this Apartment

1. RENT: (a): On or before the first day of every month, in advance, the Tenant must pay the monthly rent, which is \$5,050.00.

(b) The Landlord is required to pay real estate taxes on the Landlord's property, which includes the Building as well as the land on which it is located. Real estate taxes are assessed on a fiscal year basis, and each fiscal year begins on July 1 and ends on the following June 30. The most recent tax bill received by the Landlord was for the fiscal year ending June 30 N/A, but real estate taxes may be higher in later fiscal years. If this happens, the Tenant will be required to pay N/A % of the increase. This payment, which is considered additional rent, will be prorated if this Lease is not in effect throughout the entire fiscal year in which the tax increase occurs. The Landlord will notify the Tenant of any tax increase, and will explain how the Tenant's share is to be paid. The Tenant's share of any tax increase must always be in proportion to the relationship between (1) the apartment and (2) the whole of the real estate being taxed, namely the Building and the land on which it is located. If the Landlord obtains an abatement or refund of the real estate tax levied on the whole of the real estate, a proportionate share of the abatement or refund, less reasonable attorney's fees, if any, must be refunded to the Tenant.

2. HEAT AND UTILITIES: Landlord will furnish all required heat, hot water, fuel oil and utilities to the Apartment, with the following exceptions. First, the Tenant must make all service arrangements and pay all bills for telephone as well as gas, electricity and water and sewer service, if checked. Gas or electricity should be checked only if the Tenant's usage is measured by a separate meter which has already been installed, in which case it will also be the Tenant's responsibility to make all necessary service arrangements. Water and sewer service should be checked only if (a) the Tenant's usage is measured by a separate meter or submeter which has already been installed and (b) a Water and Sewer Submetering Addendum has been signed by both the Landlord and the Tenant. Second, if the following box is checked, the tenant must make all necessary service arrangements and pay all bills for fuel oil, which is provided through a separate oil tank and used to supply heat and/or hot water only to the Apartment. The Tenant must make sure that no fuel oil or utility service furnished by the Landlord is wasted.



- 3. ALTERATIONS AND INSTALLATIONS:** The Tenant is permitted to arrange furniture in the Apartment as the Tenant wishes. However, at no time can the Tenant paint, decorate, make holes in, or attach things to any of the floors, walls, ceilings, doors, or equipment in the Apartment or elsewhere in the Building. No washing machine, air-conditioning unit, space heater, clothes dryer, antenna, or similar type of equipment can be installed or operated without the Landlord's permission. Waterbeds are likewise prohibited.
- 4. CLEANLINESS:** The Tenant must keep the Apartment in a clean and sanitary condition, free of garbage, rubbish, and other filth. The Tenant is responsible for properly placing all garbage and rubbish in containers provided by the Landlord.
- 5. DELAYS:** It is possible that the Landlord may not be able to let the Tenant move into the Apartment when scheduled. If this happens, and if the Landlord is not to blame, the Tenant will not owe any rent for the period up to the time when the Landlord lets the Tenant move in, and the Tenant will have no claim against the Landlord. If delay continues for more than thirty (30) days, either party may terminate the lease by notifying the other party seven (7) days in advance. If the reason for the delay is the fact that the Apartment is still occupied by someone else, the Landlord may try to evict the occupant on behalf of the Tenant.
- 6. ACCESS:** In order to get to and from the Apartment, the Tenant will be using passageways, stairways, and hallways in and around the Building. These areas cannot be used for any other purpose, not even for the temporary storage of such things as baby carriages and bicycles outside the Apartment. If any deliveries are made to the Apartment, the Tenant must make sure that the job is finished as quickly as possible without blocking anyone else's ability to enter the building or another apartment.
- 7. PARKING:** No parking is allowed on the Landlord's property without the Landlord's permission.
- 8. ANIMALS:** No dogs, cats, birds or other animals may be kept in the Apartment or allowed anywhere else in the building or on the Landlord's property without the Landlord's permission. The Landlord may decide, even after giving permission, that a particular animal may not be allowed to stay. If the animal belongs to the Tenant, the Tenant must, immediately upon notice from the Landlord, arrange to have the animal removed.
- 9. CONSIDERATION FOR OTHERS:** Everyone living in the Building must be a good and considerate neighbor who understands and respects the fact that other persons should not be bothered by noise or other disturbances. A loud party is one example of something which the Tenant must avoid. Another example is playing a television, radio, or record player with the volume turned up too high. Musical instruments should only be played at times when others in the Building won't be annoyed. Of course, the Apartment can be used only as a residence, and no business activity of any nature may take place. It is also important to maintain the good appearance of the Building, and the Tenant must never place any object on an outside windowsill or hang, shake or attach anything, including signs, from or on windows, exterior walls or outside the Apartment without the Landlord's permission.
- 10. REPAIR AND MAINTENANCE:** Both the Landlord and the Tenant have responsibility for the repair and maintenance of the Apartment. If the Landlord permits the Tenant to install the Tenant's own equipment, such as refrigerators, washing machines and dryers, dishwashers, stoves, garbage grinders, and electrical fixtures, the Tenant must properly install and maintain the equipment and make all necessary repairs. The Tenant is also required to keep all toilets, wash basins, sinks, showers, bathtubs, stoves, refrigerators and dishwashers in a clean and sanitary condition. The Tenant must exercise reasonable care to make sure that these facilities are properly used and operated. In general, the Tenant will always be responsible for any defects resulting in abnormal conduct by the Tenant. Whenever the Tenant uses the Apartment or any other part of the Building, the Tenant must exercise reasonable care to avoid damage to floors, walls, doors, windows, ceiling, roof, staircases, porches, chimneys, or other structural parts of the Building. As long as the Tenant complies with all of these duties, the Landlord will make all required repairs at the Landlord's expense to make sure that the Apartment is livable and fit for human habitation. If the Tenant wishes to request maintenance, the Tenant should contact the Landlord unless a managing agent is named at the beginning of this agreement.
- 11. ENTRY BY LANDLORD:** Whenever permitted by law, the Landlord will be entitled to enter the Apartment even though the term of the Lease has not yet ended. Entry is permitted if the Landlord wants to inspect the Apartment or make repairs, or if the Landlord wants to show the Apartment to other persons who may be interested in buying the property, making a mortgage loan to the Landlord, or renting the Apartment after the Tenant has moved out. The Landlord can also enter the Apartment if it appears to have been abandoned by the Tenant or if the Landlord obtains an appropriate court order. Future laws may authorize entry for other reasons as well. If the Landlord ever notices that the Tenant is not properly maintaining the Apartment or is otherwise failing to comply with the Tenant's obligations under this Lease, the Landlord has the right to correct the problem and charge the Tenant for any reasonable costs which the Landlord incurs in doing so. The Tenant must then promptly reimburse the Landlord for these costs.
- 12. LOCKS AND KEYS:** The Landlord must maintain any required locks on the main entry door of the Building as well as every entry door and exterior window of the Apartment. The Tenant may not change or replace any lock or add any new locks unless the landlord gives permission. Whenever a lock is changed or replaced, or a new lock is added, a duplicate key must promptly be given to the landlord.
- 13. OCCUPANCY, TRANSFER AND SUBLEASES** The Apartment may be occupied only by the Tenant, the husband or wife of the Tenant, any children now living with the Tenant, or any children born to the Tenant after this Lease is signed. In addition, the Tenant cannot transfer any rights under this Lease to any other person, nor can the Tenant sublease the Apartment or allow any part of it to be used by a boarder, lodger or roommate. Although the Tenant is allowed to have guests and other temporary visitors, the Tenant must in all cases abide by the provisions of this paragraph unless the Tenant has received permission to the contrary from the Landlord.

14. PENALTIES: The Landlord will never be subject to any penalties (above and beyond reimbursement for actual loss suffered by the Tenant) solely because the Landlord is unable to provide a service or fulfill any other obligation normally required under this Lease as a result of any restrictions imposed by any governmental body, or any interruptions caused by making necessary repairs, or any natural cause beyond the control of the Landlord. A good example of this would be if the Landlord could not keep the Apartment adequately heated because of fuel restrictions imposed by the government.

15. CASUALTY AND EMINENT DOMAIN: If a substantial part of the Apartment or Building is damaged by fire or other casualty, or taken by eminent domain, the Landlord may terminate this Lease within thirty (30) days after the event by giving notification to the Tenant fifteen (15) days in advance. If the casualty or taking makes the Apartment substantially unsuitable for human habitation, rent will be equitably adjusted, and if the Apartment is not restored to a condition substantially suitable for human habitation within thirty (30) days following the casualty or taking, the Tenant may terminate this Lease within thirty (30) days thereafter by notification to the Landlord fifteen (15) days in advance. In the case of taking, the Tenant may make a claim against the responsible governmental body in order to collect damages for any personal property taken from the Tenant and also to obtain funds for moving to a new residence. All other eminent domain damages and awards will belong to the Landlord. In the case of a fire or other casualty, the Tenant must look to its own insurance company if the Tenant's personal property is damaged.

16. RULES AND REGULATIONS: In order to help carry out the provisions of this Lease, the Landlord may from time to time issue rules and regulations for the benefit, safety, comfort and convenience of all occupants of the Building or for the Landlord's convenience in operating the Building. Such rules and regulations may deal with matters such as safety, cleanliness, care, and orderly conduct, both in the Apartment and the rest of the Building. The Tenant must comply with these rules and regulations just as if they were a part of this Lease.

17. TENANT'S RESPONSIBILITY: The Tenant is responsible for the conduct of any and all family members, friends, relatives, delivery personnel, guests and to other persons who are invited or allowed by the Tenant to be on the Landlord's property. The Tenant must make sure that these persons conduct themselves properly and do not violate any provisions of this Lease. Whenever the Landlord has to pay any expense, or suffers any other loss, because of anything done by the Tenant or any other person mentioned in this paragraph, the Tenant must promptly provide full reimbursement.

18. EARLY TERMINATION: If the Tenant does not comply with any obligation imposed on the Tenant under this Lease, or if the Tenant admits being or is declared to be bankrupt or insolvent, or if the Tenant appears to have abandoned the Apartment, the Landlord may terminate the Lease by notification to the Tenant. The termination will become effective seven (7) days after the notice is given, except where the Tenant has failed to pay rent, in which case the termination will become effective fourteen (14) days after the notice is given.

19. MOVING OUT: Whenever this Lease terminates, the Tenant must immediately make sure that all occupants move out of the Apartment and take all of their personal property with them. The Tenant must deliver all keys to the Landlord and must leave behind all property belonging to the Landlord. The Apartment and all facilities in the Apartment must be clean and sanitary and must be in a condition which conforms to the Tenant's repair and maintenance responsibilities under this Lease.

20. EVICTION: If the Tenant fails to comply with Paragraph 19, the Landlord will be entitled to start a suit in court to have the Tenant evicted. If this happens, and the Landlord is successful, a sheriff or constable will be able to forcibly remove all persons and personal property from the apartment. The Landlord will have no responsibility for the official actions of the sheriff or constable.

21. DAMAGES: If this Lease terminates because of a default of the Tenant, the Tenant must immediately pay to the Landlord the difference between (1) all rent which would have been payable throughout the rest of the Lease term, including any extension or renewal, if the termination had not occurred and (2) any lesser amount of rent which the Landlord may reasonably expect to receive from another Tenant during the same period. If the Landlord's actual rental income from time to time during this period, after deducting any brokerage commission or other reasonable cost which has to be paid in order to find a new Tenant and prepare the Apartment for the new Tenant, is less than originally expected, the damages payable by the Tenant will be increased accordingly, so long as the Landlord has made a reasonable attempt to find a suitable new Tenant. The Landlord may take advantage of any other remedy which is authorized by law, and may combine any and all available remedies in order to make sure that the Landlord is fully compensated for the Tenant's default.

22. NOTICES: Whenever this Lease requires or allows notices to be given by either party to the other, the notice must be in writing. If the notice is from the Landlord to the Tenant, the notice will be assumed to have been given if sent by certified or registered mail to the apartment, or the notice may be given by leaving it at the apartment with the Tenant or any responsible person living with the Tenant in the Apartment. If the notice is from the Tenant to the Landlord, the notice will be assumed to have been given if sent by certified or registered mail to the address of the Landlord as stated at the beginning of this agreement, or to any other address if notice of the new address has been given to the Tenant. The parties may also use any other method of giving notice which is permitted by law. Whenever notice is sent by mail, the party giving the notice must pay all necessary postage and must mail the notice early enough to make sure that it will be received when due.

23. PERMISSIONS AND INVALIDITY: The mere fact that one party has allowed the other to violate this Lease on a particular occasion does not mean that any future violation will also be allowed. The Landlord will never be assumed to have given permission to the Tenant under the terms of this Lease, or to have relieved the Tenant from any of the Tenant's obligations, unless the Landlord has made his intention clear in advance and in writing. If any provision of this Lease is declared to be invalid on a particular occasion, the Lease will still be in effect to the fullest extent permitted by law.

24. PERSONAL LIABILITY: If the Landlord is not a natural person, no individual trustee, beneficiary, partner, manager, member, officer, director, shareholder or other principal of the Landlord will be personally responsible to pay money damages for failure to comply with any of the obligations of the Landlord but the Tenant will have rights against any of the assets owned in the name of the trust or partnership.

25. REPRISALS: The Landlord is forbidden from threatening to take or taking reprisals against the Tenant in certain cases where the Tenant is properly attempting to assert the Tenant’s legal rights.

26. COPY OF LEASE: If the Landlord has orally agreed to sign this Lease, the Landlord must do so and deliver a signed copy to the Tenant within thirty (30) days after the landlord receives a copy signed by the Tenant.

27. ATTACHED FORMS: If any forms (such as Rent Receipt, Rent and Security Deposit Receipt or Apartment Condition Statement) are attached to this Lease, they are to be considered a part of the Lease for all purposes.

28. LEGAL EFFECT: Although this agreement has attempted to express the rights and duties of the parties in simple language understandable to a layman, the Tenant understands that this Lease will be treated as a formal legal instrument under seal and will be binding on all persons having any future dealings with the Landlord’s property. If more than one copy is signed, all copies will be equally effective. If more than one person is named as the Tenant, the Landlord may hold any such person legally responsible for all of the obligations of the Tenant under this Lease.

29. ADDITIONAL PROVISIONS:

NO Smoking in the apartment or on the premises including marijuana. NO growing marijuana plants on premises. NO use of illicit drugs or substances on the property.
NO pets allowed without landlord permission.
Tenants allowed the use of designated garage parking space. NO over-sized vehicles allowed (pick-up trucks, vans, over-sized SUVs, etc.)
Landlord responsible for lawn and exterior maintenance. Tenants responsible for shared expense of snow removal; Tenant will be responsible for 1/3 cost of snow removal, or may undertake with building occupants to remove snow.
Tenants pay all gas, electric, cable, internet and phone utility.
Tenants agree to set up ONE automatic electronic bill-pay for rent payments.
Heat setting should always be at least 68 Fahrenheit.

TENANT/LANDLORD AGREES TO GIVE 90 DAY NOTICE PRIOR TO LEASE EXPIRATION REGARDING INTENTION OF LEASE RENEWAL OR NON-RENEWAL AND TO ALLOW AGENT OR LANDLORD TO SHOW THE APARTMENT IN THE CASE OF NON-RENEWAL

LANDLORD: *Campbell Murray* dotloop verified
04/21/22 5:35 PM EDT
TLU2-RLQZ-UCSB-WFXQ
LANDLORD: *Thea Textor* dotloop verified
04/21/22 5:37 PM EDT
PIDE-GBLZ-SCHD-CA3T
TENANT:

TENANT: *Samuel Jordan* dotloop verified
04/21/22 8:20 PM PDT
UTY0-KAMM-FZYU-OBAM
TENANT: *Alexandra Sale Gurel* dotloop verified
04/21/22 8:17 PM PDT
6RED-DF2M-6PLT-CNHD
TENANT:

TENANT: SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO \$750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

TENANT: MAKE SURE TO RECEIVE A SIGNED COPY OF THIS LEASE.

GUARANTY

Because the Landlord is agreeing to sign this Lease, the person signing below (the “Guarantor”) will be legally responsible for all of the obligations of the Tenant under this Lease. Whenever the Landlord would be entitled to take action against the Tenant, the Landlord may take the same action against the Guarantor, even though the Guarantor did not have notice that the Tenant was in default. The Guarantor waives all rights under law (technically known as “suretyship defenses”) which otherwise permits the Guarantor to avoid or reduce his or her liability to the Landlord. This Guaranty will have the same legal effect as the Lease (see Paragraph 28).

GUARANTOR:

Tenant Lead Law Notification

What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this tenant **Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonlead paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

Can regular home repairs cause lead poisoning?

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

What can you do to prevent lead poisoning?

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health. www.mass.gov/dhp/clppp
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

How do you find out where lead paint hazards may be in a home?

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from

lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. You can get a list of licensed lead inspectors and risk assessors at www.mass.gov/cph/clppp.

In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be delead or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

What is a Letter of Compliance?

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector.

What is a Letter of Interim Control?

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

Where can I learn more about lead poisoning?

Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP) (For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.) 781-774-6611, 1-800-532-9571 or www.mass.gov/dph/clppp

Massachusetts Department of Labor and Workforce Development (List of licensed deleaders) 617-626-6960

Your local lead poisoning prevention program or your local Board of Health, www.mhoa.com/roster.htm

U.S. Consumer Product Safety Commission (Information about lead in consumer products) 1-800-638-2772 or www.cpsc.gov

U.S. Environmental Protection Agency, Region 1 (information about federal laws on lead) 617-918-1328 or www.epa.gov/lead/

National Lead Information Center (General lead poisoning information) 1-800-424-Lead (or 5323)

Tenant Certification Form

Required Federal Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i) Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) Tenant has received copies of all documents circled above. (d) Tenant has received no documents listed above.

(e) Tenant has received the Massachusetts Tenant Lead Law Notification.

Agent's Acknowledgment (initial)

(f) Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Thea Textor dotloop verified 04/21/22 5:37 PM EDT IGWU-553C-2HVX-WLD9
Owner/Lessor Date

Alexandra Lale Gurel dotloop verified 04/21/22 8:17 PM PDT XWLM-NBFI-OMCW-XQVL
Tenant Date

Jeff Stephens dotloop verified 04/21/22 5:24 PM EDT O0VM-MGYG-Y4CZ-OYNK
Agent Date

Campbell Murray dotloop verified 04/21/22 5:35 PM EDT NQJ0-J80D-PZRE-PIFN
Owner/Lessor Date

Samuel Jordan dotloop verified 04/21/22 8:20 PM PDT NYMV-2J05-Y9FW-KKXB
Tenant Date

Agent Date

Owner/Managing Agent Information for Tenant (Please Print):

Name	Street	Apt.
City/Town	Zip	Telephone

(owner/managing agent) certify that I provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason: Property Address: 210 Erie Street #3 Cambridge, MA 02139

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

Tenant and owner must each keep a completed and signed copy of this form.

Mold Addendum

Date: 04/21/2022

The following addendum is made part of the lease or tenancy at will agreement between the undersigned parties with respect to Apartment 3 (the "Premises") at 210 Erie Street, Cambridge, MA 02139

Tenant acknowledges the possibility that mold may at some time be present in the Premises. Mold is a fungus commonly found in the environment. In some cases, for example to produce penicillin, mold can be very useful. On the other hand, some types of mold are toxic and can cause sickness. At the present time, neither government agencies nor the scientific community has reached a consensus as to when indoor mold becomes harmful. For this reason, it is important to make sure that mold is not allowed to accumulate. Mold typically originates in a damp environment. It can then spread through the air or be transported by contact with other surfaces (like the bottom of a shoe). Cleanliness is unquestionably the key component of any strategy to combat mold. Consistent with Massachusetts law, Tenant is responsible for maintaining the Premises in a clean and sanitary condition, free of filth or causes of sickness. In particular, Tenant must remove any visible accumulation of moisture, for example after showering. Wet clothing, carpeting, towels and other articles should be dried completely. If mold, normally recognized by its greenish black color, has formed, it may be necessary to apply a special commercial disinfectant (avoiding products which may cause discoloration), in which case any instructions on the product label should be carefully followed. Tenant must notify Landlord immediately upon discovering any water leakage from the roof, a pipe or any other building component normally maintained by Landlord. Because mold may be caused by elevated indoor humidity, Tenant must not block or otherwise interfere with the operation of any heating, ventilating or air conditioning equipment supplied by Landlord, notifying Landlord immediately if such equipment malfunctions or if any doors or windows cannot be opened or closed. Any violation by Tenant hereunder shall be deemed a failure to comply with the provisions of the attached lease or tenancy at will agreement, entitling Landlord to pursue all available remedies.

WITNESS the execution hereof under seal this 21st day of April, 2022.

*Campbell Murray*dotloop verified
04/21/22 5:35 PM EDT
BG9X-ROAB-QQMR-Q9AT

(Landlord)

*Alexandra Lale Gurel*dotloop verified
04/21/22 8:17 PM PDT
0DJR-H9XH-WK1B-0K7B

(Tenant)

*Thea Textor*dotloop verified
04/21/22 5:37 PM EDT
XM2S-2098-GRH7-YSVW

(Landlord)

*Samuel Jordan*dotloop verified
04/21/22 8:20 PM PDT
MKCN-U6GI-K2UD-LLWE

(Tenant)

INSECT INFESTATION ADDENDUM

The following addendum is made part of the lease or tenancy at will agreement between the undersigned parties with respect to Apartment 3 (the "Premises") at 210 Erie Street, Cambridge, MA 02139.

The State Sanitary Code requires the owner of an apartment building containing two or more units to take responsibility for the extermination of insects which may have infested the dwelling. In order to facilitate the prompt and efficient discharge of Landlord's duties and minimize the risk of harm to other residents, Tenant agrees as follows:

1. Tenant shall notify Landlord immediately upon discovering any evidence of insect infestation in the Premises. Such evidence may include, in the case of bed bugs (which are tan or brownish-red in color), blood spots or stains on bedding, walls or furniture. Like mosquitoes, bed bugs feed on blood. A group of bites is usually the first indication of their presence.
2. Tenant shall take care to prevent insect infestation in the Premises. As set forth in the State Sanitary Code, Tenant must maintain the Premises in a clean and sanitary condition. Poor housekeeping habits, like failing to properly dispose of food, can cause insects to be attracted to the Premises. Second-hand furniture and clothing should be thoroughly cleaned before being brought to the Premises.
3. Tenant shall cooperate with Landlord and any pest management professional hired by Landlord wherever any insect extermination is to take place. This may include without limitation:
 - removing blankets, sheets, pillowcases and other bedding;
 - emptying drawers and closets;
 - placing belongings in plastic bags;
 - laundering clothing and couch pillows;
 - moving furniture away from the wall;
 - vacating the Premises during treatment and for a prescribed period (usually several hours) thereafter;
 - providing full access to the Premises, including all closet areas; and
 - discarding any items which cannot be salvaged.

Any violation of this addendum by Tenant shall be deemed a failure to comply with the provisions of the attached lease or tenancy at will agreement, entitling Landlord to pursue all available remedies.

WITNESS the execution hereof under seal this 21st day of April, 2022.

Campbell Murray
dotloop verified
 04/21/22 5:35 PM EDT
 Z4DT-DW1Q-PJP2-HDGX
 (Landlord)

Alexandra Lale Gurel
dotloop verified
 04/21/22 8:17 PM PDT
 ME0H-XNMT-BCQC-FOUQ
 (Tenant)

Thea Textor
dotloop verified
 04/21/22 5:37 PM EDT
 X9EB-0EB4-Z1T0-GWGP
 (Landlord)

Samuel Jordan
dotloop verified
 04/21/22 8:20 PM PDT
 AREI-6B1D-CLO3-VY6R
 (Tenant)

NO-SMOKING ADDENDUM

The following addendum is made part of the lease or tenancy at will agreement between the undersigned parties with respect to Apartment 3 (the "Apartment") at 210 Erie Street, Cambridge, MA 02139 (the "The Building").

Tenant shall not smoke, and shall be responsible for preventing smoking by other occupants of the Apartment and by any guests or other persons allowed to visit or have access to the Apartment, anywhere in the Building or elsewhere on Landlord's property, including without limitation the Apartment and any patios, balconies, foyers, hallways, walkways, driveways, parking areas, fire escapes and rooftops. For purposes of this Addendum, the term "smoking" shall refer to the possession of any lighted cigarette, cigar, pipe or similarly-used article, whether or not containing tobacco. Landlord may, if Landlord so elects, designate areas outside the Building where smoking may be allowed subject to such restrictions as Landlord may prescribe. The smoking of marijuana anywhere on Landlord's property is expressly forbidden. Landlord makes no warranty, representation or other promise that no smoking will occur in the Building. In particular, persons who already reside in the Building may not necessarily be subject to the same restrictions set forth in this Addendum. Any violation by Tenant hereunder shall be deemed a failure to comply with the provisions of the attached lease or tenancy at will agreement, entitling Landlord to pursue all available remedies.

WITNESS the execution hereof under seal this 21st day of April, 2022.

*Thea Textor*dotloop verified
04/21/22 5:37 PM EDT
K4XU-1LZG-R12Z-JGU6

(Landlord)

*Alexandra Lale Gurel*dotloop verified
04/21/22 8:17 PM PDT
CUTA-LMZR-RDWI-9VGV

(Tenant)

*Campbell Murray*dotloop verified
04/21/22 5:35 PM EDT
LCR6-NQHP-YLIL-DTDN

(Landlord)

*Samuel Jordan*dotloop verified
04/21/22 8:20 PM PDT
YCTS-SHMI-2130-AGSH

(Tenant)

RENT AND SECURITY DEPOSIT RECEIPT

TO: Samuel Jordan, Alexandra Gurel

RE:3

Lessee

Unit

Address

210 Erie Street

Address

City/State/Zip

Cambridge, MA 02139

City/State/Zip

We hereby acknowledge receipt of your check # 159,163 in the amount of \$ 10,100.00 to be applied as follows:

1)	First Month's Rent <u>08/01/2022</u> through <u>08/31/2022</u>	\$ <u>5,050.00</u>
2)	Last Month's Rent	\$ <u>N/A</u>
3)	Purchase or installation cost for a key and lock	\$ <u>N/A</u>
4)	Security Deposit (see attached condition form)	\$ <u>5,050.00</u>

SECURITY DEPOSIT

A. The Lessor acknowledges receipt from the Lessee of \$ 5,050.00 (an amount not to exceed one month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.

B. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting

(1) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to any general or special law.

(2) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and

(3) A reasonable amount necessary to repair any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.

C. The Lessor must submit to the Lessee a separate written statement of the present condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.

D. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

As required by law, the security deposit is presently or will be held in a separate, interest-bearing account.

(number _____) at _____
Bank

Address _____ City _____ Zip _____

If the security deposit is held for one year or longer from the commencement of the tenancy, the Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is five percent (5%), provided however that if the landlord elects to hold last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of the tenancy, indicating where such interest may be given or sent.

Date received _____.

Authorized Signature: _____

Campbell Murray
Lessor/Agent
dotloop verified
04/21/22 5:35 PM EDT
KUKU-N5BU-JPJE-LL3J

Campbell Murray
Lessor

Agent

Address

Address

City/State/Zip

City/State/Zip

Phone

Phone

SECURITY DEPOSIT CALCULATION (Worksheet for Landlord's Use Only)

Security Deposit Held: \$ _____
Accrued Interest: \$ _____

Total: \$ _____

List of Damage	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total: \$ _____

Unpaid Rent _____ to _____ \$ _____

Unpaid Taxes \$ _____

Total: \$ _____

Total Due Lessee: \$ _____

Total Due Lessor: \$ _____

Date Tenancy Terminated _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Alexandra Lale Gurel

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3206 Folsom St

6 City, state, and ZIP code
San Francisco, CA, 94110

7 List account number(s) here (optional)

Requester's name and address (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

257	-	85	-	8131
-----	---	----	---	------

or

Employer identification number

	-								
--	---	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the instructions for line 1. Also see *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:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶	<i>Alexandra Lale Gurel</i>	<small>dotloop verified 04/21/22 8:09 PM PDT FSXE-ETB5-BZZI-MF1J</small>	Date ▶	<u>4/21/2022</u>

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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 instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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