IT'S EASY TO BE A LANDLORD WITH
THE DIVISION OF HOUSING

Division of Housing
Housing Choice Voucher Program
1313 Sherman Street, Room #320
Denver, Colorado 80203
303.864.7852 (phone)
303.864.7857 (fax)

http://dola.colorado.gov/landlords
Who are we and what do we do?

Under the Colorado Department of Local Affairs (DOLA), the Division of Housing (DOH) is a statewide housing authority that primarily serves the very low income population and people with disabilities and other special needs. DOH administers over 7,000 rental subsidies statewide. In order to provide statewide services, DOH partners with mental health agencies, developmental disability service agencies, independent living centers, housing authorities, and homeless service agencies. Through this collaborative effort, participants receive the combined benefits of flexible supportive services and rental assistance.

What is the Housing Choice Voucher Program?

The Housing Choice Voucher Program is a HUD funded income assistance program that evolved from previous Section 8 certificate and voucher programs. It helps low-income families access decent, safe and affordable housing in their choice of areas within their communities. Under this program, the rental assistance payments are sent directly to the landlord on behalf of a participating family. The family then pays the tenant portion of rent directly to the landlord. The program is designed so that the tenant and landlord relationship can operate with a minimal amount of interference from the Housing Authority.
Frequently Asked Questions

How much paperwork will I have to complete to participate in the program?
As a landlord you must provide your own lease. The HUD paperwork is minimal. To begin the process, landlords complete a HUD form called a Request for Tenancy Approval (RFTA) to provide basic information about the unit and provide an unsigned copy of their lease for us to review. We evaluate the RFTA and lease information to determine if the unit is affordable for the prospective tenant. Once the unit is determined to be affordable and has passed a basic Housing Quality Standards (HQS) inspection, the landlord would be required to sign a Housing Assistance Payment (HAP) Contract and execute the lease with the tenant. If you need assistance or have questions about the paperwork, each tenant who receives funding through this program has a trained Housing Coordinator who is available to help.

Who screens the tenant?
The landlord is responsible for screening tenants according to his/her own tenancy requirements. Landlords should have a uniform screening policy and should screen Housing Choice Voucher families for suitability as a tenant just as they would any family applying to rent one of their units.

If I take one Housing Choice Voucher tenant, do I have to take others?
No. HUD has done away with the “take one, take all” policy.

Who is responsible for paying the security deposit?
The tenant is responsible for paying the required deposit prior to taking possession of the unit.

How long does it take to get approved?
Prior to approving the tenancy and executing the HAP contract, DOH must ensure that all required actions and determinations have been completed. These include ensuring that the unit is eligible; the unit has been inspected by DOH and meets HQS; the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent charged by the owner for the unit is reasonable; the unit is affordable to the family based on HUD’s 40% affordability rule; and the owner is an eligible owner with no conflicts of interest [24 CFR 982.306]. DOH will notify the family and owner of approval or denial within 15 days of receiving the RFTA.

If DOH determines that the tenancy cannot be approved for any reason, the owner and the family will be notified in writing and given the opportunity to address any reasons
for disapproval. DOH will instruct the owner and family of the steps that are necessary to obtain approval of the tenancy.

**When will I receive the rent?**
Assistance payments cannot be made until the HAP Contract is fully executed. The first payment is usually received within 30 to 45 days of the HAP Contract being signed. Though uncommon, you should be aware there could be a delay of up to 60 days before receiving the first rental assistance payment. However, after any initial delay, you can expect the check on or about the first of every month. The tenant must pay their portion of rent on the first of every month. You may not penalize the tenant for a delay in the assistance payment.

**How do I request a rent increase?**
After the initial term of the lease, the landlord may request a rent increase by providing at least 60 days written notice of an upcoming increase to DOH contract agency and the tenant. The proposed increase must be reasonable and may not exceed the rent for unassisted rental units of the same size and type that you own. DOH reserves the right to deny any rent increase found to be unreasonable based on market conditions at the time or to delay the start of increases when proper notice has not been given.

**Can I evict a problem tenant?**
The landlord may evict a tenant by following the terms of the lease along with state and local laws for eviction. Landlords are required to notify DOH and the contract agency in writing of lease violations and eviction actions. Providing copies of any legal notices or warning letters to DOH and the contract agency is sufficient notice that a lease violation has occurred. However, the landlord may not evict a family for nonpayment of the housing assistance payment by DOH.

**Who pays if an HCV tenant damages my unit?**
The tenant is responsible for damages. It is important to actively manage all of your rental properties including those occupied by our program participants. No one can promise that a participant, or any tenant for that matter, will not damage a unit. However, if you enforce your lease by sending notices and warnings when necessary and if you meet your landlord obligations as required by the HAP Contract, we will assist you when problems occur by reminding participants of their program obligations. Sometimes, you may have to evict a participating family and even sue for damages just as you would with any tenant. You can reduce your risk of problems from any tenant by having a comprehensive screening policy and adhering to it.

**Am I allowed to rent to a relative?**
CFR 982.306 part (d) of the HUD program regulations prohibits DOH from allowing a participant family to rent a unit from a relative unless DOH determines that approving the rental unit provides a reasonable accommodation for a participant family member who is a person with disabilities. DOH handles such requests on a case-by-case basis.

**Who do I call if I have a question or problem?**
Contact the tenant’s Housing Coordinator with any questions or concerns.
What if I have a question about my payment?
DOH has a user friendly Landlord Portal. Access to this new online tool, will enable you to review information about your tenants, your units and also a history of payments made. See user manual for step by step instructions.

www.dola.colorado.gov/landlordportal
An Overview of Landlord Rights and Responsibilities

**Landlord Rights**

- Landlords have the right to terminate tenancy under conditions outlined in the Housing Assistance Payment (HAP) Contract. Examples include:
  - Serious and repeated violations of the lease
  - Criminal Activity
  - Destruction of Property
  - Failure to pay the tenant portion of rent
- Landlords have the right to refuse tenancy to an applicant as long as it is not a fair housing violation.
- Landlords have the right to raise rent at the end of the lease term provided proper notice is given and the increased rent is reasonable.
- Landlords have the right to choose not to renew a lease at the end of the lease term.

**Landlord Responsibilities**

- Landlords must use their own leases, as they would when renting to an unassisted family. DOH will provide a tenancy addendum to be attached to the lease. The landlord must provide a copy of the lease to the tenant’s Housing Coordinator.
- Landlords must sign all required documentation in a timely manner.
- Landlords must sign and keep current all tax payer identification information. This includes signing a W9 when you begin participating in the program and updating it anytime there is a change. Changes include: change of address, change of name or change of the building owner.
- Landlords must provide copies of all eviction notices to the family’s Housing Coordinator at the time the notice is sent to the tenant.
- Landlords must perform all necessary maintenance to ensure the unit meets Housing Quality Standards.
- Landlords must allow the unit to be inspected at least annually and must correct all Housing Quality Standards failures within the specified time period from the date of the HQS failure. Failure to make repairs may result in either an abatement of the Housing Assistance Payment or termination of the HAP Contract.
- Landlords must comply with Fair Housing laws.

*This is a summary list of rights/responsibilities and does not include everything.*
An Overview of Tenant Rights and Responsibilities

Tenant Rights

- The tenant has the right to request a reasonable accommodation for things such as a live-in aide or a higher payment standard. The tenant can request to make modifications to the unit, at his/her own expense, in order to accommodate a disability. The landlord must approve the request.
- The tenant has the right to file a complaint with the Department of Housing and Urban Development (HUD) if he/she feels the landlord was discriminatory on the basis of race/color, religion, sex, handicap, familial status, age and/or national origin.
- The tenant has the right to privacy within the rental unit. The landlord must provide appropriate notice to the tenant if he/she wishes to enter the unit during a reasonable time of day. In the case of an emergency, the landlord can enter the unit without notice to make necessary repairs.
- The tenant has the right to choose not to renew the lease at the end of the lease term. The tenant may also choose at that time to move out of the unit provided a 30-day notice to vacate was given to the landlord.
- The tenant has the right to an appeal hearing if his/her housing assistance is terminated.

Tenant Responsibilities

- The tenant must allow DOH, the housing coordinator or a contract inspector to inspect the unit at reasonable times and after reasonable notice.
- The tenant must notify DOH, the housing coordinator and the landlord in writing before moving out of the unit or terminating the lease. A 30-day notice is required.
- The tenant must request both DOH and landlord approval to add any other family member as an occupant to the unit.
- The tenant/family must not commit fraud, bribery or any other corrupt or criminal act in connection with the voucher program.
- The tenant/family must not engage in drug-related criminal activity or violent criminal activity.
- The tenant/family must not commit any serious or repeated lease violations.

This is a summary list of rights/responsibilities and does not include everything.
Inspections-Housing Quality Standards (HQS)

All assisted units must be in a decent, safe and sanitary condition as established by HUD Housing Quality Standards. A physical inspection of the dwelling is required prior to the family occupying the unit and at least annually thereafter. The following is a partial list of Housing Quality Standards (HQS) requirements:

Living Room:
- Window- that can be opened if meant to be, securely locked, and is weather tight
- One working electrical outlet and one working permanently wired light fixture or two working electrical outlets

Kitchen:
- Hot and cold running water with no obvious plumbing leaks
- Working stove
- Working refrigerator in good operating condition
- Adequate food preparation and storage space
- At least one working electrical outlet and one working permanently wired light fixture

Bathroom:
- Must be private
- Window that opens and securely locks (if accessible from the outside) or a working vent
- Working toilet
- Wash basin
- Tub and/or shower
- Hot and cold running water
- At least one working light fixture
- No obvious plumbing leaks

Bedroom:
- A sleeping or a sleeping/living room combination for every two persons in the family
- One window that can be opened and securely locked (if accessible from the outside)
- At least two working electrical outlets or one working electrical outlet and one working permanently wired light fixture

Exterior:
- Sound foundation
- Roof in good repair
- Safe stairs, porches
- Railings for 4 or more steps
Heating and Plumbing:
- Proper ventilation for heating and cooling devices that are in good working order and reasonably clean
- No combustible materials stored in or around the furnace or hot water heater
- Hot water heater must have a pressure relief valve and a discharge line
- Plumbing should be adequate with no obvious leaks
- Sewage treated properly in accordance with city ordinances

General Health and Safety:
- All exterior doors and windows must be lockable and reasonably weather tight, free from breaks or missing panes of glass
- Stairways, consisting of four or more steps, must have a handrail
- No peeling, cracking, flaking or chipping paint on any interior or exterior surfaces
- No infestation of bugs or rodents
- Electrical switches and outlets must have cover plates
- Regardless of the materials used, no tripping hazards on any of the floors
- Working smoke detectors and carbon monoxide detectors

Special Inspections: For quality assurance purposes, DOH contracts with a company to inspect a percentage of its subsidized units. These special inspections are conducted annually. The housing coordinator will notify both the tenant and the landlord when scheduling the inspections to ensure access to the unit as well as boiler rooms. The quality of housing leased under the voucher program is critical to the program’s continued success.

Housing Quality Standards failures must be corrected within 30 days. Failure to make repairs may result the Housing Assistance Payment being withheld!

Emergency Fail Items
The following items are to be considered examples of emergency items that need to be corrected with 24 hours:
- No hot or cold water
- No electricity
- Inability to maintain adequate heat
- Major plumbing leak
- Natural gas leak
- Broken lock(s) on the first floor doors or windows
- Broken windows that unduly allow weather elements into the unit
- Electrical outlet smoking or sparking
- Exposed electrical wires that could result in shock or fire
- Unusable toilet when only one toilet is present in the unit
- Security risks such as broken doors or windows that would allow intrusion
- Non-functioning or missing smoke detector or carbon monoxide detector
- Other conditions which pose an immediate threat to health or safety
Request for Tenancy Approval  
Housing Choice Voucher Program  
U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing  

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

<table>
<thead>
<tr>
<th>1. Name of Public Housing Agency (PHA)</th>
<th>2. Address of Unit (street address, apartment number, city, State &amp; zip code)</th>
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<tbody>
<tr>
<td>Colorado Division of Housing</td>
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<td>1313 Sherman St. Rm 320</td>
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<td>Denver, CO 80203</td>
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9. Type of House/Apartment
- Single Family Detached
- Semi-Detached / Row House
- Manufactured Home
- Garden / Walkup
- Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy:
- Section 202
- Section 221(d)(3)(BMIR)
- Section 236 (Insured or noninsured)
- Section 515 Rural Development
- Home
- Tax Credit
- Other (Describe Other Subsidy, Including Any State or Local Subsidy)

11. Utilities and Appliances

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<thead>
<tr>
<th>Item</th>
<th>Specify fuel type</th>
<th>Provided by</th>
<th>Paid by</th>
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<tbody>
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<td>Heating</td>
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<td>Natural gas</td>
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<td>Bottle gas</td>
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<td>Oil</td>
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<td>Coal or Other</td>
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<td>Cooking</td>
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<td>Natural gas</td>
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<td>Water Heating</td>
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<td>Water</td>
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<td>Sewer</td>
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<td>Trash Collection</td>
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<td>Air Conditioning</td>
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<td>Refrigerator</td>
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<td>Range/Microwave</td>
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<td>Other (specify)</td>
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The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.
12. Owner’s Certifications.
   a. The program regulation requires the PHA to certify that the rent charged
to the housing choice voucher tenant is not more than the rent charged for
other unassisted comparable units. **Owners of projects with more than 4
units must complete the following section for most recently leased
comparable unassisted units within the premises.**

<table>
<thead>
<tr>
<th>Address and unit number</th>
<th>Date Rented</th>
<th>Rental Amount</th>
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b. The owner (including a principal or other interested party) is not the
parent, child, grandparent, grandchild, sister or brother of any member of the
family, unless the PHA has determined (and has notified the owner and the
family of such determination) that approving leasing of the unit, notwithstanding
such relationship, would provide reasonable accommodation for a family
member who is a person with disabilities.

c. Check one of the following:

   _____ **Lead-based paint disclosure requirements do not apply because this
   property was built on or after January 1, 1978.**

   _____ The unit, common areas servicing the unit, and exterior painted
   surfaces associated with such unit or common areas have been found to be
   lead-based paint free by a lead-based paint inspector certified under the
   Federal certification program or under a federally accredited State certifica-
   tion program.

   _____ A completed statement is attached containing disclosure of known
   information on lead-based paint and/or lead-based paint hazards in the unit,
   common areas or exterior painted surfaces, including a statement that the
   owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family’s behavior or suitability for tenancy. Such screening is the owner’s own responsibility.**

14. The owner’s lease must include word-for-word all provisions of the
HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the
owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative

Print or Type Name of Household Head

Signature

Signature (Household Head)

Business Address

Present Address of Family (street address, apartment no., city, State, & zip code)

Telephone Number

Date (mm/dd/yyyy)

Telephone Number

Date (mm/dd/yyyy)
Division of Housing (DOH)

Complete street address for your unit including unit number and Zip Code

**Request for Tenancy Approval**

**Housing Choice Voucher Program**

Public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437). The PHA uses this information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. This information requested does not lend itself to confidentiality.

<table>
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10. If the unit subsidized, include type of subsidy:

<table>
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<tr>
<th>Section 202</th>
<th>Section 22H(c)(3) (W/MI)</th>
<th>Section 206 (Insured or uninsured)</th>
<th>Section 516 (Rural Development)</th>
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<td>Home</td>
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**Earliest date unit will be in move-in condition and ready for inspection.**

**Date you would like the lease to begin**

**Specifies the type of unit being rented.**

- Semi-detached includes townhomes, duplexes, triplexes and quads.
- Garden/Walk-ups include apartment units that are 3 stories or less.

**Actual number of bedrooms**

- Must be complete

**Total rent charged for the unit**

- If you receive any other subsidy or have a special financing arrangement for this property, specify here. This includes Tax Credit developments (apartment complexes) or special loans for the development of affordable housing.
Fuel type relates to how each utility item is powered. Is the stove a gas or electric stove for cooking? If the unit is heated by a boiler system, how is the boiler powered?

This column refers to either whose name will be on the actual utility bill (tenant or landlord) OR who is responsible for putting appliances in the unit.

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Refers to who pays for the electricity bill for lights, TV, stereo, appliances, etc.

Are these tenant-provided?

Is there an A/C unit in the house/apartment? If yes, the A/C unit is landlord provided. If no, then the answer is N/A.

This column refers to who is actually responsible for paying for the utilities. Items paid separately from or in addition to the rent are the tenant’s responsibility. Items included in the rent are the landlord’s responsibility.
12. Owner/Leasing Representative: Complete this section if you own/manage multi-family properties (4 units or more). Comparison is based on your market rate units.

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<tr>
<th>Address and unit number</th>
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b. The owner (including any principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, noting leasing such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Complete this section as it applies to your unit based on the date the unit was built.

Answer this section if it applies to your unit based on the date the unit was built.

Complete this section if you own/manage multi-family properties (4 units or more). Comparison is based on your market rate units.

The head of household must complete this section before it is submitted to DOH for review.

Specify the name of the owner (if an individual) or the Apartment Complex (if multi-family) as well as the name and contact information for the managing agent/agent for the owner.

You must tell us if you are related to the prospective tenant.

Please Read!

Complete this section if you own/manage multi-family properties (4 units or more). Comparison is based on your market rate units.

Please Read!

Complete this section if you own/manage multi-family properties (4 units or more). Comparison is based on your market rate units.

Specify the name of the owner (if an individual) or the Apartment Complex (if multi-family) as well as the name and contact information for the managing agent/agent for the owner.

The head of household must complete this section before it is submitted to DOH for review.

Complete this section if you own/manage multi-family properties (4 units or more). Comparison is based on your market rate units.

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Specify the name of the owner (if an individual) or the Apartment Complex (if multi-family) as well as the name and contact information for the managing agent/agent for the owner.

The head of household must complete this section before it is submitted to DOH for review.

Complete this section if you own/manage multi-family properties (4 units or more). Comparison is based on your market rate units.

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The head of household must complete this section before it is submitted to DOH for review.
Housing Assistance Payment Contract (HAP Contract)

This contract is between the landlord and Colorado Department of Local Affairs (DOLA)/Division of Housing (DOH). The HAP Contract must be signed by the landlord and by DOH before any payments can be made on the tenant’s behalf.

The contract consists of three parts:

**Part A:** This section of the contract deals with the property information as well as rent, utilities and the initial term of the lease.

**Part B:** This is the body of the contract. It states the contract’s purpose and owner compliance issues regarding items such as maintenance, utilities and payment of the HAP as well as general terms and agreements between the landlord and DOH.

**Part C:** This part is called the Tenancy Addendum and includes HUD’s provisions for lease agreements between the tenant and landlord. The Tenancy Addendum is incorporated into the HAP Contract but must also be incorporated into and attached to all copies of the landlord’s lease.
Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members’ names and unit address, and owner’s name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract
This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:


Use of this form
Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types
In addition to use for the basic Section 8 voucher program, this form must also be used for the following “special housing types” which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type).”

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A
Section by Section Instructions
Section 2: Tenant
Enter full name of tenant.

Section 3. Contract Unit
Enter address of unit, including apartment number, if any.

Section 4. Household Members
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term
Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

Such shorter term would improve housing opportunities for the tenant, and

Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner
Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment
Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.
The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.
Part A of the HAP Contract: Contract Information
(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract
   This HAP contract has three parts:
   Part A: Contract Information
   Part B: Body of Contract Part
   C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household
   The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of
   the owner and the PHA.

5. Initial Lease Term
   The initial lease term begins on (mm/dd/yyyy): __________________
   The initial lease term ends on (mm/dd/yyyy): ____________________

6. Initial Rent to Owner
   The initial rent to owner is: $ ______________________
   During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment
   The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount
   of the housing assistance payment by the PHA to the owner is $ _____________________ per month.
   The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term
   in accordance with HUD requirements.
8. Utilities and Appliances
The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

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<td>Other (specify)</td>
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</table>

**Signatures:**

**Public Housing Agency**

Print or Type Name of PHA  
Signature  
Print or Type Name and Title of Signatory  
Date (mm/dd/yyyy)

**Owner**

Print or Type Name of Owner  
Signature  
Print or Type Name and Title of Signatory  
Date (mm/dd/yyyy)

**Mail Payments to:**

Name
Address (street, city, State, Zip)
Part B of HAP Contract: Body of Contract

1. Purpose
   a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
   b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
   c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
   d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit
   a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
   b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
   c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
   d. The owner certifies that:
      (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
      (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
      (3) The lease is consistent with State and local law.
   e. The owner is responsible for screening the family’s behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family’s behavior or the family’s conduct in tenancy.

3. Maintenance, Utilities, and Other Services
   a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
   b. The owner must provide all utilities needed to comply with the HQS.
   c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
   d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
   e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
   f. The PHA must notify the owner of any HQS defects shown by the inspection.
   g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract
   a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
   b. When HAP contract terminates.
      (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
      (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
      (3) If the family moves from the contract unit, the HAP contract terminates automatically.
      (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
      (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
      (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
(7) The PHA may terminate the HAP contract if the
PHA determines that the contract unit does not
provide adequate space in accordance with the
HQS because of an increase in family size or a
change in family composition.
(8) If the family breaks up, the PHA may terminate
the HAP contract, or may continue housing
assistance payments on behalf of family members
who remain in the contract unit.
(9) The PHA may terminate the HAP contract if the
PHA determines that the unit does not meet all
requirements of the HQS, or determines that the
owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances
   a. The lease must specify what utilities are to be provided
      or paid by the owner or the tenant.
   b. The lease must specify what appliances are to be pro-
      vided or paid by the owner or the tenant.
   c. Part A of the HAP contract specifies what utilities and
      appliances are to be provided or paid by the owner or
      the tenant. The lease shall be consistent with the HAP
      contract.

6. Rent to Owner: Reasonable Rent
   a. During the HAP contract term, the rent to owner may at
      no time exceed the reasonable rent for the contract
      unit as most recently determined or redetermined by
      the PHA in accordance with HUD requirements.
   b. The PHA must determine whether the rent to owner is
      reasonable in comparison to rent for other comparable
      unassisted units. To make this determination, the PHA
      must consider:
         (1) The location, quality, size, unit type, and age of
             the contract unit; and
         (2) Any amenities, housing services, maintenance
             and utilities provided and paid by the owner.
   c. The PHA must redetermine the reasonable rent when
      required in accordance with HUD requirements. The
      PHA may redetermine the reasonable rent at any time.
   d. During the HAP contract term, the rent to owner may
      not exceed rent charged by the owner for comparable
      unassisted units in the premises. The owner must give
      the PHA any information requested by the PHA on
      rents charged by the owner for other units in the
      premises or elsewhere.

7. PHA Payment to Owner
   a. When paid
      (1) During the term of the HAP contract, the PHA
          must make monthly housing assistance payments
          to the owner on behalf of the family at the
          beginning of each month.
      (2) The PHA must pay housing assistance payments
          promptly when due to the owner.
      (3) If housing assistance payments are not paid
          promptly when due after the first two calendar
          months of the HAP contract term, the PHA shall
          pay the owner penalties if all of the following
          circumstances apply: (i) Such penalties are in
          accordance with generally accepted practices and
          law, as applicable in the local housing market,
          governing penalties for late payment of rent by a
          tenant; (ii) It is the owner’s practice to charge
          such penalties for assisted and unassisted tenants;
          and (iii) The owner also charges such penalties
          against the tenant for late payment of family rent
          to owner. However, the PHA shall not be
          obligated to pay any late payment penalty if HUD
          determines that late payment by the PHA is due
to factors beyond the PHA’s control. Moreover,
          the PHA shall not be obligated to pay any late
          payment penalty if housing assistance payments
          by the PHA are delayed or denied as a remedy for
          owner breach of the HAP contract (including any
          of the following PHA remedies: recovery of
          overpayments, suspension of housing assistance
          payments, abatement or reduction of housing
          assistance payments, termination of housing
          assistance payments and termination of the
          contract).

b. Owner compliance with HAP contract. Unless the
   owner has complied with all provisions of the HAP
   contract, the owner does not have a right to receive
   housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner
   (1) The amount of the monthly PHA housing assistance
       payment to the owner shall be determined by the PHA
       in accordance with HUD requirements for a tenancy
       under the voucher program.
   (2) The amount of the PHA housing assistance
       payment is subject to change during the HAP
       contract term in accordance with HUD
       requirements. The PHA must notify the family
       and the owner of any changes in the amount of
       the housing assistance payment.
   (3) The housing assistance payment for the first
       month of the HAP contract term shall be pro-
       rated for a partial month.

d. Application of payment. The monthly housing
   assistance payment shall be credited against the
   monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.
   (1) The PHA is only responsible for making housing
       assistance payments to the owner in accordance
       with the HAP contract and HUD requirements for
       a tenancy under the voucher program.
   (2) The PHA shall not pay any portion of the rent to
       owner in excess of the housing assistance
       payment. The PHA shall not pay any other claim
       by the owner against the family.

f. Overpayment to owner. If the PHA determines that
   the owner is not entitled to the housing assistance
   payment or any part of it, the PHA, in addition to other
   remedies, may deduct the amount of the overpayment
   from any amounts due the owner (including amounts
   due under any other Section 8 assistance contract).

8. Owner Certification
During the term of this contract, the owner certifies that:

a. The owner is maintaining the contract unit and premises in accordance with the HQS.

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.

e. The family does not own or have any interest in the contract unit.

f. To the best of the owner’s knowledge, the members of the family reside in the contract unit, and the unit is the family’s only residence.

g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.

b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner’s Breach of HAP Contract

a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

   (1) If the owner has violated any obligation under the HAP contract, including the owner’s obligation to maintain the unit in accordance with the HQS.

   (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

   (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

   (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

   (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.

c. The PHA’s rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.

f. The PHA’s exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner’s Records

a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.

b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.

c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner’s action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of
the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest
a. “Covered individual” means a person or entity who is a member of any of the following classes:
   (1) Any present or former member or officer of the PHA, except a PHA commissioner who is a participant in the program;
   (2) Any employee of the PHA, any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
   (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
   (4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. “Immediate family member” means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract
a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
   (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
   (2) A court or administrative agency has determined that the owner or proposed new owner violated

the Fair Housing Act or other Federal equal opportunity requirements.

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
   (1) Has violated obligations under a housing assistance payments contract under Section 8;
   (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
   (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
   (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
   (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
      (a) Threatens the right to peaceful enjoyment of the premises by other residents;
      (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
      (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
      (d) Is drug-related criminal activity or violent criminal activity;
   (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
   (7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.
16. **Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

17. **Entire Agreement: Interpretation**
   a. The HAP contract contains the entire agreement between the owner and the PHA.
   b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.
Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program  
   a. The owner is leasing the contract unit to the tenant for occupancy by the tenant’s family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).  
   b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease  
   a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.  
   b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit  
   a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.  
   b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.  
   c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family’s only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.  
   d. The tenant may not sublease or let the unit.  
   e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner  
   a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.  
   b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.  
   c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:  
      (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or  
      (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner  
   a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.  
   b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.  
   c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.  
   d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.  
   e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.  
   f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges  
   a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.  
   b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.  
   c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services  
   a. Maintenance
8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

1. Serious or repeated violation of the lease;
2. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
3. Criminal activity or alcohol abuse (as provided in paragraph c); or
4. Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

1. The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident’s control commits any of the following types of criminal activity:
   a. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
   b. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
   c. Any violent criminal activity on or near the premises; or
   d. Any drug-related criminal activity on or near the premises.

2. The owner may terminate the tenancy during the term of the lease if any member of the household is:
   a. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
   b. Violating a condition of probation or parole under Federal or State law.

3. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

4. The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

1. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

2. During the initial lease term or during any extension term, other good cause may include:
   a. Disturbance of neighbors,
   b. Destruction of property, or
   c. Living or housekeeping habits that cause damage to the unit or premises.

3. After the initial lease term, such good cause may include:
   a. The tenant’s failure to accept the owner’s offer of a new lease or revision;
   b. The owner’s desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
   c. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner’s desire to rent the unit for a higher rent).

5. The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

6. In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This
provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.

e. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant’s family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.
**Form W-9**

**State of Colorado**

**Substitute rev 0415**

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### Request for Taxpayer Identification Number and Certification

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

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#### Part I  Taxpayer Identification Number (TIN)

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

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

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#### Part II  Certification

Under penalties of perjury, I certify that:

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

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

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### Sign Here

<table>
<thead>
<tr>
<th>Signature of U.S. person</th>
<th>Date *</th>
</tr>
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</table>

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**Have you ever worked for the State of Colorado?**

- [ ] Yes
- [ ] No

**Have you ever worked for a PERA Employer?**

- [ ] Yes
- [ ] No

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### Business Types (check all that apply):

- [ ] CO Location/HQ in CO
- [ ] CO Location/HQ out of CO
- [ ] No CO Location/HQ in US
- [ ] No CO Location/HQ out of US
- [ ] Has Paid Compensation Tax
- [ ] Has Not Paid Compensation Tax
- [ ] African American
- [ ] Asian Pacific American
- [ ] Subcontinent Asian American
- [ ] Hispanic American
- [ ] Native American
- [ ] CDOT Certified Emerging Small Business
- [ ] CDOT Certified Disadvantaged Small Business
- [ ] Women Owned
- [ ] Woman Business Enterprise
- [ ] Veteran Owned
- [ ] Disabled Vet Business Enterprise
- [ ] Disadvantaged Veteran Enterprise
- [ ] Service Disabled Veteran
- [ ] Vietnam Veteran
- [ ] Veteran Business Enterprise
- [ ] Disadvantaged Business Enterprise
- [ ] Small Disadvantaged Business
- [ ] Disabled Owned
- [ ] 8(a) Designation
- [ ] HUBZone Certified
- [ ] Labor Surplus
- [ ] Historical Black Colleges & Universities
- [ ] Small Business
- [ ] Airport Concession Disadvantaged Business

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**Tenant Name:** ______________________  **Agency:** ______________________
General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/form. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable,

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.

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(a) 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 partner 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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the treaty 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.

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see Special rules for partnerships on page 1.

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

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

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

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

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

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

Specific Instructions
Name
If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as” (DBA) name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity’s name on the “Name” line and any business, trade, or “doing business as” (DBA) name on the “Business name/disregarded entity name” line.

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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the same 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust, Estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or any 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 possession of the United States, 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 possession of the United States
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)(1)—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.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. Corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
</tbody>
</table>

Barter exchange transactions and patronage dividends

| Payments over $600 required to be reported and direct sales over $5,000 | Generally, exempt payees 1 through 5 |
| 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-2.

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line 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 broker 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 broker exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

### What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(ii)(A))</td>
<td>The grantor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
<td>Legal entity</td>
</tr>
<tr>
<td>9. Corporation or LLC owning corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</td>
<td>The public entity</td>
</tr>
<tr>
<td>14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(ii)(B))</td>
<td>The trust</td>
</tr>
</tbody>
</table>

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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 on page 1.

Note. Granter 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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity theft may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

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

For more information, see Publication 4555, Identity Theft Prevention and Victim Assistance.

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

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

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

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

**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 presenting this form if you are uncertain if the financial institution is subject to these requirements.

- 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 personal 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.
General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable:

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.

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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as an 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.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1963 only).

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

Also see Special rules for partnerships on page 1.

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation, 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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity’s name on the “Name” line and any business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as
Barter exchange transactions and 
patronage dividends 

<table>
<thead>
<tr>
<th>Payments over $800 required to be reported and direct sales over $5,000</th>
<th>Exempt payees 1 through 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generally, exempt payees 1 through 5^2</td>
<td></td>
</tr>
</tbody>
</table>

Payments made in settlement of payment card or third party network transactions 

Exempt payees 1 through 4 

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^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, 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.

- **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 possession of the United States, 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 Reg. 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 Reg. 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)(1) 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

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

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-2.

### 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
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 the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

**Signatures requirement.** 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 and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

### What Name and Number To Give the Requester

**For this type of account:**

<table>
<thead>
<tr>
<th>1. Individual</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The individual</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>4a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>4b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(iii)(A))</td>
<td>The grantor*</td>
</tr>
</tbody>
</table>

**For this type of account:**

| 7. Disregarded entity not owned by an individual | Give name and EIN of: |
| 8. A valid trust, estate, or pension trust | The owner |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | Legal entity |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The corporation |
| 11. Partnership or multi-member LLC | The organization |
| 12. A broker or registered nominee | The partnership |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The broker or nominee |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(iii)(B)) | The public entity |

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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 on page 1.

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

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

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity theft may use your SSN to get a job or may file a tax return using your SSN to receive a refund. To reduce your risk:

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

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

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

For more information, see Publication 4355, Identity Theft Prevention and Victim Assistance.

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

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

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

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

**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 US 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.

B. A corporation exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

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)(A)

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)(A)

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 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.
EFT DIRECT DEPOSIT AUTHORIZATION FORM

SECTION I – DEPOSITOR STATE AGENCY INFORMATION
RETURN THIS FORM TO:
STATE AGENCY INFORMATION
STATE DEPARTMENT: COLORADO DIVISION OF HOUSING
MAILING ADDRESS: 1313 SHERMAN ST, ROOM 320
CITY, STATE, ZIP: DENVER, CO 80203
DEPARTMENT CONTACT: Sarah Jones EMAIL: sarah.jones@state.co.us PHONE: (303) 864-7829

SECTION II – PAYEE (RECEIVER) INFORMATION
VENDOR NAME ____________________________________________________________
D/B/A ________________________________________________________________
MAILING ADDRESS ______________________________________________________
CITY, STATE, ZIP ______________________________________________________
PHONE ______________________ EMAIL ________________________________

SECTION III – FINANCIAL INSTITUTION AND ACCOUNT INFORMATION
ATTACH A SCANNED COPY OF A VOIDED CHECK (TEMPORARY CHECKS AND DEPOSITS SLIPS WILL NOT BE
ACCEPTED) OR A BANK LETTER. BANK LETTER MUST INCLUDE ALL INFORMATION REQUESTS IN SECTION III.
DEPOSITORY INSTITUTION NAME ____________________________________________
BRANCH LOCATION (street, city, state, zip) _________________________________
TRANSIT ABA NUMBER _________ (9 digit routing number)
ACCOUNT # ___________________ ☐ CHECKING ACCOUNT ☐ SAVINGS ACCOUNT
PAYEE SOCIAL SECURITY NUMBER ON BANK ACCOUNT ______________________
OR
PAYEE EMPLOYER IDENTIFICATION ON BANK ACCOUNT ____________________
FOR FURTHER CREDIT TO ACCOUNT ________________________________

SECTION IV – AUTHORIZATION FOR DIRECT DEPOSIT SETUP, CHANGE, OR CANCELLATION
☐ SET UP ☐ CHANGE ☐ CANCEL
I (we) certify I have the authority to execute this authorization. I (we) hereby authorize the depositor named at the top of this form
to initiate, change or cancel EFT credit entries (deposits), and if necessary to reverse any incorrect EFT payments made in error to
the bank account indicated above. In the event a “reversal” can not be implemented, I (we) understand the state will utilize any other
lawful means to recover the deposited funds to which the payee was not entitled. I (we) and the depositor agree to be bound by
This authorization is to remain in full force until the State Depositor Agency named above has received written notification from me
of termination in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME __________________________________________ TITLE ______________________________
Signature __________________________ Date __________

Tenant Name: ______________________ Agency: _____________________

rev 04/2015 https://www.colorado.gov/pacific/osc/centralaccounting