



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
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May 5, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, N.H. 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a five year lease agreement with the United States Postal Service of 475 L'Enfant Plaza, SW, Room 6670, Washington, DC 20260-1862 (Vendor # 177730 B005), for an amount not to exceed \$396,339.68 which shall provide courtroom and office space for the 2nd Circuit – District Division – Littleton comprised of approximately 5,440 square feet located on the 2nd floor of the United State Postal Service, 134 Main Street, Littleton, NH 03561, upon Governor and Council approval effective July 1, 2022 through June 30, 2027. **100% Transfer Funds (transfer from AOC, Rent from Other Agencies).**

Funding is available from account # 01-14-14-141510-2045000, Department of Administrative Services, Bureau of Court Facilities, contingent upon the availability and continued appropriations with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

022-500248 Rent to Owners Non - State Space

<u>SFY23</u>	<u>SFY24</u>	<u>SFY25</u>	<u>SFY26</u>	<u>SFY27</u>	<u>TOTAL</u>
\$76,160.00	\$77,683.20	\$79,236.84	\$80,821.56	\$82,438.08	\$396,339.68

EXPLANATION

Approval of the enclosed five-year lease agreement will authorize the Bureau of Court Facilities to continue renting the premises, which provides courtroom, and office space for the 2nd Circuit – District Division – Littleton located at 134 Main Street, Littleton, NH.

**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

FROM: Karen L. Rantamaki, Director
Department of Administrative Services
Division of Plant and Property

DATE: May 17, 2022

SUBJECT: Attached Lease Agreement
Approval respectfully requested

TO: His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

LESSEE: State of New Hampshire, Department of Administrative Services, Bureau of Court Facilities, 25 Capitol Street, Room 115, Concord, New Hampshire 03301.

LESSOR: United States Postal Service, 475 L'Enfant Plaza, SW, Room 6670, Washington, DC 20260-1862.

DESCRIPTION: Approval of the enclosed will authorize a 5-year lease of courtroom and office space for property located on the 2nd floor of the United States Postal Service, 134 Main Street, Littleton, NH 03561.

TERM: 5 years – commencing July 1, 2022 and ending June 30, 2027.

RENT: Annual rent for the first year is \$76,160.00 after which, rent will increase to \$77,683.20 in year two, \$79,236.84 in year three, \$80,821.56 in year four and \$82,438.08 for year five. Average rate per square foot for year one is \$14.00, \$14.28 for year two, \$14.57 for year three, \$14.86 for year four and \$15.15 for year five. Total rent for five years is \$396,339.68.

JANITORIAL: Included in the lease.

UTILITIES: Utilities are included in the lease.

TOTAL: \$396,339.68

PUBLIC NOTICE: Not Required. Courthouses are exempt from the competitive RFP requirements.

CLEAN AIR PROVISIONS: Not applicable as this lease is with the federal government.

BARRIER-FREE DESIGN COMMITTEE: Court Facilities are exempt from the ABFDC Letter of Opinion.

OTHER: Approval of the enclosed is recommended.

The enclosed contract complies with the State of New Hampshire, Division of Plant and Property rules and has been reviewed and approved by the Department of Justice.

Approved by: Department of Administrative Services



Karen L. Rantamaki, Director, Plant & Property

<u>Facility Name/Location</u>	<u>Finance/Sublocation No.</u>	<u>Project Number:</u>
Littleton Main Office	324590-G01	
134 Main St		
Littleton, NH 03561-9998		

THIS OUTLEASE AGREEMENT ("Outlease"), is entered into by and between the **UNITED STATES POSTAL SERVICE**, hereinafter called Lessor, and **State of New Hampshire**, hereinafter called the Lessee, whose address is 23 Capital Street, Rm 115, Concord, NH 03301, to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein.

1. **Premises:** In consideration of the rents, covenants and agreements hereinafter on the part of Lessee to pay, keep, and perform, the Lessor does demise and lease to the Lessee and Lessee hereby leases from Lessor, the following described premises (the "Premises"): The Premises are located in a building (the "Building") having a municipal address of 134 Main St Littleton, NH 03561-9998. The Premises are located on site and the approximate location as described in Exhibit "A" attached hereto and incorporated herein. The parties agree that the rentable area of the Premises is approximately 5,440 square feet.
2. **Outlease Term:** The fixed term of this Outlease shall begin on July 01, 2022 ("Outlease Commencement Date"), and end on June 30, 2027, unless terminated prior thereto pursuant to the terms hereof (hereinafter referred to as the "Outlease Term").
3. **Rental Rate:** Beginning on the Outlease Commencement Date and for each calendar month, Lessee shall pay the Lessor rent ("Rent"), as set out in the schedule below, which shall be due and payable on a monthly basis in advance, without demand or set-off, in the amount of:

3a.

<u>Months</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
07/01/2022-06/30/2023	\$6,346.67	\$76,160.00
07/01/2023-06/30/2024	\$6,473.60	\$77,683.20
07/01/2024-06/30/2025	\$6,603.07	\$79,236.84
07/01/2025-06/30/2026	\$6,735.13	\$80,821.56
07/01/2026-06/30/2027	\$6,869.84	\$82,438.08

No security deposit is being carried over from previous leases.

All payments shall be made payable to the "Disbursing Officer, USPS", and shall contain the following identification number: **324590-G01**.

All Rent payments are due and payable on the 1st of each month ("Rent Due Date") in accordance with the above schedule and should be delivered to the Accounting Service Center, US Postal Service, Disbursing Office, P.O. Box 21888, Eagan MN 55121-0888. **If Lessee fails to pay the Rent or any other payment due to Lessor within 10 calendar days after the Rent Due Date, then (without limiting Lessor's rights and remedies including without limitation Section 20 below) Lessee shall pay Lessor a late fee of ten percent (10%) of the amount of such payment for each and every instance during the Outlease Term and any Renewal Term, if any, that Rent is not paid on the Rent Due Date.**

4. **Renewal Option(s):** None
5. **Termination:** Lessor has the right to terminate and reclaim the Premises at no cost or liability to Lessor by providing Lessee 90 days' written notice. Such termination shall become effective on the date set forth in such notice.
6. **Use:** Lessee shall use the Premises exclusively for: *The New Hampshire Circuit Court, 2nd Circuit – District Division - Littleton*. Lessee shall use reasonable care in the occupation and use of the Premises and shall not interfere with Lessor's operations. Lessee, Lessee's agents, employees, invitees and visitors may use the Premises only for lawful purposes consistent with the requirements of applicable laws, codes and regulations, and shall comply fully with the Rules and Regulations Governing Conduct on Postal Property, 39 C.F.R., Part 232, promulgated by Lessor, attached hereto and incorporated herein as Exhibit C ("Lessor Rules") which may be revised from time to time. Lessee agrees not to use the Premises in any way which, in the reasonable judgment of the Lessor, poses a hazard to the Lessor, or other tenants or occupants in the Building, the general public, the Premises or the Building in part or whole. Lessee will not use or occupy the Premises for any disorderly, unlawful or extra-hazardous purposes, or for any purpose that will constitute waste, nuisance or unreasonable annoyance to Lessor or other tenants or occupants of the Building or the general public, or for any purpose prohibited by Lessor's Rules.
7. **Inspection:** Lessee has inspected and knows the condition of the Premises and agrees to accept same in its 'as is' condition including wear and tear thereafter, with all faults, including defects seen and unseen and all conditions natural and artificial and including environmental conditions, without any representation of any kind, express or implied. Lessee accepts all responsibility to inspect the Premises for patent and latent defects and in entering into this Outlease, Lessee has not been induced by, and has not relied upon, any representations, warranties, or statements, whether express or implied by Lessor, or any agent, employee, or representative of Lessor that are not expressly set forth herein. Lessee's decision to lease the Premises is based solely upon lessee's own inspection, examination and analysis of the Premises. It is further understood that Lessor shall have no liability to Lessee for the condition of the Premises and Lessor leases the Premises to Lessee without any obligation on the part of Lessor to make any additions, improvements or alterations thereto.
8. **Indemnification:** Lessor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the leased Premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said Premises at Lessee's invitation. Lessee shall indemnify, release and hold Lessor harmless from liability for any and all claims for such damages or injuries to the property, the Premises, or to any persons.
9. **Repairs, Alterations and Improvements:** Lessee shall not make any additions, improvements, repairs, or alterations to the Premises without the prior written consent of Lessor in each and every instance. If this provision is violated, Lessee is liable for the cost of removal and restoration, plus applicable administrative cost. In the event the Lessor consents to the Lessee making any additions, improvements, repairs, or alterations to the Premises, Lessee shall remain liable for the cost of removal and restoration in accordance with Section 11 below, plus applicable administrative cost.
- Lessee acknowledges that the building is historic and that Lessor is thus subject to certain requirements under the National Historical Preservation Act ("NHPA") and approval of the State Historic Preservation Office ("SHPO"). Lessor's consent, if granted, for any repairs, alterations or improvements under this Section 9 will be conditioned upon Lessor's ability to satisfactorily comply with various requirements of the NHPA and its implementing regulations, including, without limitation, completion of the process under Section 106 of the regulations implementing the NHPA, which compliance shall be at the sole cost and expense of the Lessee. Such compliance and resulting restrictions, if any, on repairs and/or alterations or improvements, shall not be deemed to be unreasonable withholding, conditioning or delay of consent.
10. **Maintenance:** Lessee shall at its sole cost and expense, maintain in good repair and tenantable condition the Premises which shall include but is not limited to: 1) interior window coverings; 2) walls; 3) floors, floor tiles, and coverings; 4) lights, bulbs, lighting, fixtures; 5) telecommunication services and data services; and 6) Lessee's alterations and Improvements, if any. Lessee shall also be responsible for cosmetic repairs including but not limited to repair and replacement of the carpet, wall and window coverings and painting in the Premises. In the event Lessee fails to maintain the Premises, the Lessor may engage in maintenance and repair of the Premises at Lessee's expense.

Lessee shall reimburse the Postal Service for all such costs of maintenance and repair plus applicable administrative costs within ten (10) business days of a request therefor from the Lessor.

Lessor shall, except as otherwise specified herein and except for damages resulting from the act or omissions or the negligence of the Lessee, its employees, agents, contractors, licensees, or invitees, maintain in good repair and tenable condition the Building shell elements which include: the foundation, roof, structure, and base building systems that service the Premises which include the heating, cooling and ventilation for the building ("HVAC"), electrical, plumbing and life safety systems for the Building, and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this Outlease.

Janitorial: Lessee is responsible for janitorial services which includes trash removal within the Premises at Lessee's sole cost and expense.

Snow removal: Lessor is responsible for snow and ice removal from sidewalks and entranceways and if parking is part of the Premises, from parking lots, driveways and drive aisles.

11. Surrender and Restoration:

- a. Lessee assumes all responsibility and liability to restore the Premises. Upon the expiration, or early termination of this Outlease, Lessee shall at its sole costs and expense (i) vacate the Premises, (ii) remove its personal property therefrom, (iii) yield and place Lessor in peaceful possession of the Premises, free and clear of any liens, claims or encumbrances caused by Lessee and (iv) restore the Premises to "broom clean" condition and to as good as a condition that the Premises existed at the commencement of this Outlease, including, without limitation, removal of any alterations, Improvements or additions Lessee made to the Premises which the Lessor requests Lessee to remove, ordinary wear and tear and damage by the elements excepted.
- b. In the event Lessee fails to remove its personal property and such alterations, Improvements or additions as may be required to be removed, and restore the Premises to the aforesaid condition stated in this Section 11a. by the expiration or earlier termination of the Term or Renewal Term, (i) then upon Lessor notice to Lessee, such failure shall constitute Lessee's abandonment of all property (personal or otherwise) and items in the Premises, and Lessor may restore the Premises which may include removal of such items and disposal of the same in any manner Lessor deems appropriate, include through sale by such means and on such terms as Lessor determines appropriate, and without further notice and without any liability or obligation to Lessor; and (ii) Lessee shall reimburse Lessor for all costs of such removal, storage, disposal and restoration of the Premises plus applicable administrative costs, upon demand. If Lessee shall fail to so vacate and surrender the Premises to Lessor as aforesaid on or before the expiration of the Outlease Term or any earlier termination date, in addition to any and all remedies that Lessor may have at law or at equity, Lessee shall be deemed to be a holdover tenant.

12. Sublease and Assignment:

Lessee shall have no right to assign or sublease this Outlease. Lessee shall neither transfer, or assign this Outlease or any of its rights hereunder, nor sublet the Premises or any part thereof or any property thereon nor grant any interest, privilege or license whatsoever in connection with this Outlease. Any transfer, assignment, or sublease in violation of this clause shall constitute an Event of Default under Section 20.

13. Taxes and Other Reimbursable Charges: In the event that any tax which shall include but is not limited to a state or local tax or sales tax, is imposed upon the occupancy, use, possession, or leasehold interest of or in the real property herein leased, the obligation for the payment of the tax will be wholly that of the Lessee. Lessee shall pay the same when due without offset or deduction to payments due to the Lessor. In addition, the taxing authority shall provide evidence of such payment to Lessor.

14. Insurance:

- a. If the Premises or any part of the Premises is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, contractors, invitees, licensees, or employees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

- b. Lessee represents that it is federal, state or local governmental bodies and is self- insured for the purposes of general liability coverage. Lessee shall provide acceptable evidence of such self- insurance prior to Lessor prior to occupancy to satisfy the obligations of this section.

- 15. Utilities:** Except for telephone and/or other telecommunication services which includes, but is not limited to, internet and cable services which are Lessee's responsibility, Lessor shall furnish Lessee with all utilities as presently installed in its as-is condition that serve the Premises. Lessor's responsibility includes payment of the utility bills from the service providers. Utilities will include electricity, gas, water and sewer for the Premises.
- 16. Entry:** The Lessor reserves the right to enter the Premises at all reasonable hours to inspect it, show same or to make such repairs, additions or alterations as Lessor considers necessary. Exercise of any such right in accordance with the terms of this Section 17 shall not be considered a constructive eviction or a disturbance of Lessee's business or occupancy. Lessor shall provide Lessee with at least 24 hours prior notice of such entry, provided, however, that Lessor shall have the right to enter the Premises without prior notice in the event of an emergency.
- 17. Parking:** Lessee shall have access to one (1) reserved parking space and one (1) handicapped accessibility parking space, as depicted on Exhibit B attached hereto.
- 18. Building Hours & Access:** The Building's normal hours of operation are from 7:30 AM to 5:00 PM , local time, Monday through Friday, with the exception of Federal holidays ("Building's Normal Operating Hours"). Access to the Premises is generally available to Lessee 7 days a week, 24 hours a day, 365 days per year, subject to causes beyond the reasonable control of Lessor and subject to change by Lessor.

The parties understand that from time to time and in emergency situations, the Lessor, at its own discretion, may be unable to allow or provide access to the Premises on a 24 hour a day, 7 day a week, 365 days per year basis, and may be unable to provide advance notice of such. In no event shall Lessor be liable to Lessee, its invitees, or other third parties for any damages or losses based on its failure to provide access to the Premises in the case of such emergency. However, to the extent that Lessor is unable to provide uninterrupted access to the Lessee during its Building Normal Operating Hours, the Lessee may be entitled to a rent abatement that is proportionate to the amount of time during which its access is so interrupted, unless such interruption is due to fire or other casualty, Acts of God, acts of a public enemy, riot or insurrection, vandalism, or other similar events or due to the negligent act or omission of Lessee, its agents, contractors, invitees, licensees, or employees.

- 19. Default by Lessee:** The occurrence of any one or more of the following events shall constitute a default and breach of this Outlease by Lessee (hereinafter "Event of "Default"): (i) Lessee fails to make any payment of Rent on the Rent Due Date or any other payment required to be made by the Lessee under this Outlease, when due, and such failure shall continue for a period of ten (10) days after Lessor has given Lessee written notice of such failure; or (ii) Lessee abandons the Premises for thirty days or more. or fails to observe or perform any term, covenant, condition or the provisions of this Outlease required to be observed or performed by Lessee, where such failure is not cured to the full satisfaction of the Lessor within 30 days after written notice by the Lessor to Lessee of said failure Upon such Event of Default by Lessee, the Lessor, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) declare this Outlease ended and terminated and may re-enter the Premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any law or statute whatsoever; and (b) Lessor may enter the Premises and eject Lessee, forcibly or otherwise, without regard to any law or statute to the contrary, dispose of Lessee's personal property in the Premises as deemed in the best interest of the Lessor, and Lessee shall be liable for such damages as Lessor may incur.
- 20. Quiet Possession:** Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Outlease.
- 21. Recording:** This Outlease shall not be recorded.
- 22. Notice:** Any notice, or advice to or demand given hereunder shall be in writing, and shall be sent by certified mail with return receipt or express mail with tracking, provided, however, that electronic notice shall be permitted provided

that such electronic notice is confirmed by return electronic mail acknowledgement from the recipient and is followed by notice given by one of the other methods listed above. Notice shall be deemed to have been given or made on the day when the notice is deposited in the mail by certified mail/return receipt requested or express mail with tracking or the date of the electronic submission to the following addresses or to such other address as either party may hereafter from time to time specify in writing for such purpose.

If to Lessee: State of New Hampshire
Bureau of Court Facilities
25 Capital St, Rm 115
Concord, NH 03301

If to Lessor: Sean Ford, Real Estate Specialist
475 L'Enfant Plaza, SW, Room 6670
Washington, DC 20260-1862

23. Compliance with Environmental Laws:

a. Definitions.

“**Environmental Laws**” mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 *et seq.*; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 *et seq.*; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 *et seq.*; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 *et seq.*

“**Hazardous Materials**” mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of “hazardous substances,” “toxic substances,” “hazardous materials,” “hazardous waste” or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of “hazardous substances,” “toxic substances,” “hazardous materials,” “hazardous waste” or words of similar import under any Environmental Laws.

- b. Lessee shall comply with Environmental Laws in the use and occupancy of the Premises. Lessee will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises and the Building, by Lessee, its agents, employees, or contractors, except in such small amounts as are necessary to conduct Lessee’s normal business operations (*e.g.*, cleaning products, inks and toners, and pest control products). Lessee shall not permit the Premises to be used or operated in any manner that may cause the Premises or the Building to be contaminated by any Hazardous Materials in violation of any Environmental Laws. Lessee will immediately advise the Lessor in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting the Premises; and (ii) all claims made or threatened by any third party against Lessee, Lessor, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Notwithstanding the foregoing, in the event any activity of Lessee involves storage on the Premises, shipping to or from the Premises or any use on the Premises of a material, chemical or agent that qualifies as a Hazardous Material under Environmental Laws, Lessee may request Lessor’s consent to permit use of such Hazardous Materials on the Premises, which is subject to Lessor’s written approval which Lessor may approve or deny in its sole and absolute discretion. If Lessor approves

the use of Hazardous Materials, then Lessee shall comply with all Environmental Laws and shall provide the Contracting Officer with copies of all licenses, permits or authorizations for the use, shipment, storage or transport of the Hazardous Materials as well as copies of any citations or listing of infractions and subsequent corrections by the Lessee. Copies of any changes in any and all licenses or permits must be forwarded to the Contracting Officer. Where more than one environmental law applies, the more stringent shall apply. If any Environmental Laws require the filing of periodic reports by the Lessee, it shall be the obligation of Lessee under this Outlease to file a copy of any such periodic report(s) with the Lessor's Contracting Officer at the same time such report(s) is filed with the federal, state or local government or its assignee.

- c. Lessor reserves the right to inspect the Premises at any reasonable time to ascertain if any Outlease violations occur. If any contamination, violation or hazardous condition, as reasonably determined by the Contracting Officer, occurs due to the handling, use, storage or transfer by Lessee of such Hazardous Materials, whether such contamination, violation or hazardous condition is discovered during the Outlease term or after expiration or termination thereof, Lessee shall be solely responsible for removal or remediation of the hazardous or toxic condition in accordance with Environmental Laws. Notwithstanding any other clause in this Section or in the Outlease, Lessee shall remove all of Lessee's Hazardous Materials from the Premises at the expiration or termination of the Outlease and provide copies of all permits, notices and manifests required for such removal to Lessor. Lessee's failure to comply with the provisions of this section shall be grounds for termination of this Outlease for default. Receipt by Lessor of notices, reports, or any other information or documentation required herein shall not impose any responsibility on Lessor to supervise the affairs of Lessee nor relieve Lessee of its responsibility to comply fully with all applicable laws and regulations. The rights and remedies of Lessor provided in this section are in addition to any other rights and remedies which may be available to Lessor by law or under this Outlease. Lessee hereby indemnifies Lessor and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability, including the cost of defense, resulting from, brought for, or on account of any violation of this clause. This indemnity shall survive any termination or expiration of the Outlease Term or any Renewal Term.

24. Asbestos Containing Material (ACM):

For the purposes of this Section 25, "**Asbestos-Containing Material**" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E.

"Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Premises may, or may not, contain ACM. It is Lessee's responsibility to review the [Asbestos Survey] a copy of which Lessor has provided to Lessee. Lessee acknowledges receipt and review of the complete Asbestos Survey, as evidenced by the cover page and summary of the pages (the entire Asbestos Survey is not included due to its voluminous nature) in Exhibit C attached hereto and incorporated herein. Lessee understands and agrees that the Asbestos Survey is provided for informational purposes only. Should Lessee contract for custodial services or any other services (including construction, repairs, etc.), Lessee shall notify its contractor of the existence of ACM, where applicable, and provide its contractor with a copy of any Asbestos Survey. Neither Lessee nor its contractor or any other party is entitled to rely on the accuracy of the Asbestos Survey.

In the event Lessee performs any alteration, repair or work within the Premises and Lessee subsequently discovers or identifies ACM in the Premises, Lessee shall provide written notice to the USPS Contracting Officer within 48 hours of discovery of the ACM. Lessee agrees at Lessee's sole cost and expense to remove and/or abate any friable ACM and to coordinate all work with Lessor. Lessee further agrees to provide Lessor copies of all documents, including sampling, lab work, tests and test results tests related to the ACM and performance of the work.

Any renovation or alteration performed by Lessee impacting or potentially impacting ACM requires the prior written approval of the USPS Contracting Officer and in the event of such approval Lessee shall coordinate all work with the Lessor. In performance of any work that impacts or potentially impacts ACM, Lessee shall comply with all applicable local, state, and federal laws, as well as all USPS requirements, including USPS asbestos policies, plans, management

instructions, and environmental policies ("Lessor Asbestos Requirements"). Lessee must keep complete records of all such activity and transfer them to Lessor at the termination of the Outlease.

Lessee agrees to require its contractor to act only in accordance with Lessor Asbestos Requirements. Should Lessee or any contractor providing services to or at the Premises have any questions or concerns regarding Lessor's Asbestos Requirements, Lessee shall contact Lessor prior to undertaking any action at the Premises.

Lessee hereby indemnifies, releases, and holds harmless Lessor from any and all claims, losses, etc. in any way arising out of any work or activity performed related to this Section 25.

- 25. Compliance with Laws:** Lessee shall, and shall ensure that its employees, agents, affiliates, representatives and contractors, identify and fully comply with all laws, including, but not limited to, (i) federal, state, municipal and local laws, codes and regulations, (ii) the rules, orders, regulations and requirements of governmental departments and bureaus, and (iii) all codes, laws, ordinances and regulations of any public authority having jurisdiction over the Premises and pertaining to Lessee's use, occupancy and condition of the Premises and all machinery, equipment and furnishings therein (hereinafter "Laws"). Lessee shall use due care in the occupation and use of the Premises. If any permits are required in order to allow Lessee to lawfully improve the Premises and to occupy and conduct its business in the Premises, then Lessee shall obtain and keep current such permits at Lessee's expense and promptly deliver a copy thereof to Lessor.
- 26. Holding Over:** If Lessee occupies the Premises beyond the Outlease Term or any properly exercised Renewal Term, without Lessor's written consent ("Hold Over"), Lessee shall be deemed to occupy the Premises on a month to month basis, terminable by either party on thirty (30) days written notice to the other party and all of the terms and provisions of this Outlease shall be applicable during that period, except that Lessee shall pay Lessor a monthly rental rate equal to one hundred fifty percent (150%) of the monthly rent applicable hereunder at the expiration of the previous Outlease Term or applicable Renewal Term, prorated for the number of days of such holding over. If Lessee refuses to vacate after receiving a notice of termination as provided in this section, Lessee shall be deemed a Lessee at sufferance and Lessor may use self-help, or may institute a forcible detainer or similar action against Lessee or any other party in possession of the Premises, or pursue any other remedy available at law or in equity.
- 27. Governing Law:** This Outlease shall be governed, construed and interpreted by, through and under federal law. In the event there is no applicable federal law, the laws of the State of New Hampshire shall apply.
- 28. Final Agreement:** This Outlease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
- 29. No Waiver:** The failure of Lessor to insist in any one or more instance upon performance of any of the terms, covenants, or conditions of this Outlease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition. Lessee's obligation with respect to such future performance shall continue in full force and effect.
- 30. Headings:** The headings used in this Outlease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Outlease.
- 31. Successors:** The provisions of this Outlease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.
- 32. Authority.** Each party represents that it has caused this Outlease to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.
- 33. General Conditions:** This Outlease is subject to the General Conditions, attached hereto and incorporated herein as Exhibit E.
- 34. Counterparts.** This Outlease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Lessor or the Lessee on this Outlease or any amendments, addendums, or other records associated with this Outlease is not an original but is a digitally encrypted signature, then such digitally

encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory.

Privacy Act Statement: Your information will be used to process your Outlease Agreement. Collection is authorized by 39 USC 401. Providing the information is voluntary, but if not provided, we may not process your request. We may only disclose your information as follows: in relevant legal proceedings; to law enforcement when the USPS or requesting agency becomes aware of a violation of law; to a congressional office at your request; to entities or individuals under contract with USPS; to entities authorized to perform audits; to labor organizations as required by law; to federal, state, local or foreign government agencies regarding personnel matters; to the Equal Employment Opportunity Commission; to the Merit Systems Protection Board or Office of Special Counsel; to the Department of the Treasury under the Treasury Offset Program computer matching to establish an identity; and to financial institutions or payees to facilitate or resolve issues with payment services. For more information regarding our privacy policies visit usps.com/privacy-policy.

ADDENDUM – Custodial Services

1. The Lessor shall be responsible for the provisions of all janitorial services to the premises. Provision of such services shall include:
 - a. Cleaning and re-supply of the rest rooms. Cleaning shall include daily surface cleaning of all sinks and toilet seats, vacuuming the floors, and assuring all rest room "consumables" such as paper towels, toilet paper and soap, are provided in full supply. At least once per week, all rest-room floors and hard surface flooring in any area of the Premises shall be washed clean with a damp mop. At least once per week all rest room mirrors shall be washed clean, and all toilet bowls and urinals shall be cleaned.
 - b. Daily emptying of all trash receptacles and lawfully disposing of all rubbish;
 - c. Cleaning of all Entrances to the Premises. The flooring in this area shall be vacuumed clean at least once per day, or more frequently, if winter "sand and salt" conditions should require it. Any and all hard surface flooring in these areas shall be washed with a damp mop. at least once per day.
 - d. Weekly vacuuming of the entire premises
 - e. Weekly dusting of the premises. dusting shall however exclude the disturbance of any desk or work surfaces with work papers spread out upon them.
 - f. Bi-annual (Twice per year) washing of all windows, and interior surfaces
2. "Janitorial Services" to be provided by the Lessor to include the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the premises.
3. All site and building maintenance, subject to paragraph 7 in the Outlease, to which the Premises are a part shall be the responsibility of the Lessor. Maintenance shall include but not be limited to the timely plowing and/or removal of snow and ice and the pronon of sand and/or salt to facilitate slip resistance in all parking walkways and entrances to which the Premises are a part.

ADDENDUM

A. Subject to and in accordance with the Federal Tort Claims Act, 28 U.S.C. § 1346 (b) and § 2671, the Postal Service hereby agrees to save harmless and indemnify the Lessee from all claims, loss, damage, actions, cause of actions expense and/or liability resulting from the use of said property by the Lessee whenever such claim, loss, damage, actions, cause of action, expense and/or liability arises from the negligent or wrongful act or omission by a postal employee while acting within the scope of his or her employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service shall be under no obligation to save harmless and indemnify the Lessee where any negligent or wrongful act or omission by the Lessee, its employees or agents, in any way causes or contributes to the claim, loss, damage, actions, causes of action, expense and/or liability.

B. It is hereby expressly understood and agreed by the Lessor that the existence and continuance of this Lessee and obligation of the Lessee hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire that are made available for this purpose, and that neither the State nor the Lessee shall be liable for payments under this Agreement except for such funds. In the event that any portion of such funds are terminated, the Lessee, may, at its option, serve thirty (30) days written notice to the Lessor of its intention to cancel the Agreement in whole or in part ("Termination Notice") provided Lessee provides with its Termination Notice evidence sufficient to Lessor in its reasonable discretion funding is not available.

C. Notwithstanding any provision in the Agreement, in no event does the Lessee waive its sovereign immunity and applicable defense and in no event do the promises in this agreement conflict with the State's obligations under NH RSA 9:19, 9:20 to expend only approved appropriations.

4. EXECUTED BY LESSEE this 19th day of May, 2022.

CORPORATION

By executing this Outlease, Lessee certifies that Lessee is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Corporation: State of New Hampshire _____; _____ NH _____ Corporation
By: Charles M. Arlinghaus, Commissioner Ch Arl
Print Name & Title Signature

Department of Justice, as to form, substance and execution
Print Name & Title [Signature]
Signature

Lessee's Address: Bureau of Court Facilities,
State House Annex
25 Capitol Street, Room 115
City: Concord
State: NH
Zip + 4: 03301

E-mail: Sarah.B.Lineberry@das.nh.gov

Lessee's Telephone Number(s): 603 271-3936

FAX: 603 271-7978

Federal Tax Identification No.: 02-6000618

Witness

Witness

- a. Where the Lessee is a corporation, leases and subleases entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.
- b. Where the Lessee is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Outlease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Outlease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Outlease. The names and official titles of the officers who are authorized to sign the Outlease must appear in the document.
- c. Any notice to Lessee provided under this Outlease or under any law or regulation must be in writing and submitted to Lessee at the address specified above, or at an address that Lessee has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Outlease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.



ACCEPTANCE BY THE UNITED STATES POSTAL SERVICE

Date: _____

Patricia Webb
Contracting Officer

Signature of Contracting Officer

Address of Contracting Officer
PO Box 27927 Greensboro, NC 27498

Exhibit A

Room 204 & 212, consisting of approximately 5,440 square feet, in the Littleton Main Office,
134 Main St Ste 100, Littleton, BH 03561-9998.

Exhibit B
Parking

Lessee shall have access to one (1) reserved parking space and one (1) handicapped accessibility parking space.

Exhibit C
AsbestosUnited States Postal Service
134 Main Street, Littleton, NHJune 11, 2014
TRC Project Number: 219064

1.0 EXECUTIVE SUMMARY

TRC Environmental Corporation (TRC) was contracted by RDK Engineers to conduct a limited asbestos containing building materials (ACM) survey & lead containing paint determination (LCP), including a review of existing inspection documentation, collection of samples, laboratory analysis, and preparation of a report to support the HVAC Upgrades project the United States Postal Service building located at 134 Main Street, Littleton, New Hampshire (the "Site").

TRC understands that the proposed renovations will include the removal and replacement of selected HVAC systems and components. TRC gained a general understanding of the proposed renovations as indicated on the RDK Engineers Project Drawings titled "Littleton MPO, HVAC Upgrades, 134 Main Street, Littleton, NH" dated 01/24/2014.

This survey was limited to the selected building areas and components that were anticipated to be impacted by the proposed renovation project.

ACM identified at the Site that has the potential to be impacted by the proposed project includes: acoustical plaster walls and ceilings (Court Room), floor tile, flooring tile mastics (throughout), HVAC duct insulation (Court Room Attic), gray metal louver caulking compound (3rd Floor Fan Room), Radiator enclosure heat shield, and pipe/pipe fitting insulation.

A review of existing lead paint survey documentation indicated that LCP is associated with paint coated surfaces that are anticipated to be impacted by the proposed project.

2.0 INTRODUCTION

TRC was contracted by RDK Engineers to conduct a limited ACM and LCP survey, including collection of bulk samples, laboratory analysis, and preparation of a report to support the HVAC Upgrades project at 143 Main Street, Littleton, NH. The survey was performed on May 29, 2014, by Mr. Michael McCarter, a United States Environmental Protection Agency (EPA) accredited Asbestos Inspector. A copy of the asbestos inspector's certifications are included in Appendix B.

TRC understands that the proposed renovations will include the removal and replacement of selected HVAC systems and components. TRC gained a general understanding of the proposed renovations as indicated on the RDK Engineers Project Drawings titled "Littleton MPO, HVAC Upgrades, 134 Main Street, Littleton, NH" dated 01/24/2014.

This survey was limited to the selected building areas and components that were anticipated to be impacted by the proposed renovation project. The survey included the review of existing ACM and LCP survey documentation available at the Site and an inspection and assessment of accessible construction materials anticipated to be impacted by the proposed renovation project. Existing survey documentation that was available at the Site included the United States Department of Transportation Volpe National Transportation Systems Center Survey. TRC was

Exhibit D**Rules and Regulations****A. APPLICABILITY**

These rules and regulations apply to all real property under the charge and control of the Postal Service, to all Lessees, tenant agencies, and to all persons entering or on such property. These rules and regulations shall be posted and kept posted at a conspicuous place on all such property.

B. RECORDING PRESENCE

Except as otherwise ordered, properties must be closed to the public after normal business hours. Properties also may be closed to the public in emergency situations and at such times as may be necessary for the orderly conduct of business. Admission to properties when such properties are closed to the public may be limited to authorized individuals who may be required to sign the register and display identification documents when requested by security force personnel or other authorized individuals.

C. GENERAL RESTRICTIONS

1. *Preservation of Property.* Improperly disposing of rubbish, spitting, creating any hazard to persons or things, throwing articles of any kind from a building, climbing upon the roof or any part of a building, or willfully destroying, damaging, or removing any property or any part thereof, is prohibited.
2. *Conformity with Signs and Directions.* All persons in and on the property shall comply with official signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals.
3. *Inspection.* Purses, briefcases, and other containers brought into, while on, or being removed from the property are subject to inspection. However, items brought directly to a postal facility's customer mailing acceptance area and deposited in the mail are not subject to inspection, except as provided by section 274 of the Administrative Support Manual. A person arrested for violation of this section may be searched incident to that arrest.

D. SPECIFIC RESTRICTIONS

1. *Disturbances.* Disorderly conduct, or conduct which creates loud and unusual noise, or which obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or which otherwise tends to impede or disturb the public employees in the performance of their duties, or which otherwise impedes or disturbs the general public in transacting business or obtaining the services provided on property, is prohibited.
2. *Gambling.* Participating in games for money or other personal property, the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets, is prohibited on postal premises. This prohibition does not apply to the vending or exchange of state lottery tickets at vending facilities operated by licensed blind persons where such lotteries are authorized by state law.
3. *Alcoholic Beverages and Drugs.* A person under the influence of an alcoholic beverage or any drug that has been defined as a "controlled substance" may not enter postal property or operate a motor vehicle on postal property. The possession, sale, or use of any "controlled substance" (except when permitted by law) or the sale or use of any alcoholic beverage (except as authorized by the Postmaster General or designee) on postal premises is prohibited. The term "controlled substance" is defined in section 802 of title 21 U.S.C.
4. *Smoking and Sale of Tobacco Products in Vending Machines.*
 - a. Smoking (defined as having a lighted cigar, cigarette, pipe, or other smoking material) is prohibited in all postal buildings and office space, including public lobbies.

- b. The sale of tobacco products in vending machines located in or around postal property is prohibited. The distribution of free samples of tobacco products in or around postal property is also prohibited. The term "tobacco product" means cigarettes, cigars, little cigars, pipe tobacco, smokeless tobacco, snuff, and chewing tobacco.
5. *Soliciting, Electioneering, Collecting Debts, Vending, and Advertising.* Soliciting alms and contributions, campaigning for election to any public office, collecting private debts, commercial soliciting and vending, (including but not limited to, the vending of newspapers and other publications), the display or distribution of commercial advertising on postal premises, soliciting signatures on petitions, polls, or surveys (except as otherwise authorized by Postal Service regulations), and impeding ingress to or egress from post offices are prohibited. These prohibitions do not apply to:
- Commercial or nonprofit activities performed under contract with the Postal Service or pursuant to the provisions of the Randolph-Sheppard Act;
 - Posting notices on bulletin boards as authorized in POSTAL OPERATIONS MANUAL 221.525;
 - The solicitation of Postal Service and other federal military and civilian personnel for contributions by recognized agencies as authorized by the Manual on Fund Raising Within the Federal Service issued under Executive Order 10927 of March 13, 1961.
6. *Leafleting, picketing, etc.* Leafleting, distributing literature, picketing, and demonstrating by members of the public are prohibited in lobbies and other interior areas of postal buildings open to the public. Public assembly and public address, except when conducted or sponsored by the Postal Service, are also prohibited in lobbies and other interior areas of postal buildings open to the public
7. *Voter registration.* Voter registration may be conducted on postal premises only in full accordance with the requirements of 39 CFR 232.1(h)(4).
8. *Placement of furniture, etc.* Except as part of postal activities or activities associated with those permitted under section D.7 above, no tables, chairs, freestanding signs or posters, structures, or furniture of any type may be placed in postal lobbies or on postal walkways, steps, plazas, lawns or landscaped areas, driveways, parking lots, or other exterior spaces.
9. *Depositing Literature.* The depositing or posting of handbills, flyers, pamphlets, signs, posters, placards, or other literature except official postal and other governmental notices and announcements on the grounds, walks, driveways, parking and maneuvering area, exteriors of buildings and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings, in interior public areas on postal premises is prohibited. This prohibition does not apply to:
- Posting notices on bulletin boards as authorized in 221.525, POSTAL OPERATIONS MANUAL.
 - Interior space assigned to tenancies for their exclusive use.
10. *Photographs for News, Advertising, or Commercial Purposes.*
- Except as prohibited by official signs or the directions of security force personnel or other authorized personnel or a federal court order or rule, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meeting. Other photographs may be taken only with the permission of the local postmaster or installation head.
11. *Dogs and Other Animals.* Dogs and other animals, except those used to assist persons with disabilities, must not be brought upon postal property for other than official purposes.
12. *Vehicular and Pedestrian Traffic*
- Drivers of all vehicles in or on postal premises shall drive in a careful and safe manner at all times and shall comply with signals and directions of security force personnel, other authorized individuals, and all posted traffic signs.
 - The blocking of entrances, driveways, walks, loading platforms, or fire hydrants is prohibited.

c. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or continuously in excess of 18 hours without permission, or contrary to the direction of posted signs is prohibited. The section may be supplemented by the postmaster or installation head from time to time by the issuance and posting of specific traffic directives as may be required. When so issued and posted, such directives shall have the same force and effect as if made a part thereof.

13. *Weapons and Explosives.* No person while on postal property shall carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, or store the same on postal property, except for official purposes.

E. NONDISCRIMINATION

There must be no discrimination by segregation or otherwise against any person or persons because of race, color, religion, national origin, sex, age (persons 40 years of age or older are protected), reprisal (discrimination against a person for having filed or for having participated in the processing of an EEO complaint_29 CFR 1613.261-262), or physical or mental handicap, in furnishing, or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on postal property.

F. PENALTIES AND OTHER LAW

1. Alleged violations of these rules and regulations are heard and the penalties prescribed herein are imposed, either in a Federal District Court or by a federal magistrate in accordance with applicable court rules. Questions regarding such rules should be directed to the regional counsel for the region involved.
2. To the extent applicable under 39 CFR Part 232, whoever shall be found guilty of violating the rules and regulations in this notice while on property under the charge and control of the Postal Service is subject to fine of not more than \$50 or imprisonment of not more than 30 days or both. Nothing contained in these rules and regulations shall be construed to abrogate any other federal laws or regulations or any state or local laws and regulations applicable to any area in which the property is situated.
3. Members of the U.S. Postal Security Force shall exercise the powers of special policemen provided by 40 U.S.C. 318 and shall be responsible for enforcing the regulations in this notice in a manner that will protect Postal Service property. Postal inspectors, Office of Inspector General Criminal Investigators, and other persons designated by the chief Postal Inspector may likewise enforce regulations in this notice.

Exhibit E

General Conditions

1. Contingent Fees/Brokers

- a. The Lessee warrants that no person or selling agency has been employed or retained to solicit or obtain this Outlease for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies employed by the Lessee for the purpose of obtaining business.
- b. For licensed employees or established commercial brokerage agencies employed by the parties for the purpose of leasing space for a brokerage commission, each party agrees to pay its respective agent a commission in accordance with the respective agreement(s) between the respective party and its agent/broker.
- c. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability or to deduct from the contract price or otherwise recover the full amount of the commission, percentage, brokerage fee, or contingent fee.

2. Non-Discrimination: The Lessee agrees that they will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, national origin, sex, age (persons 40 years of age or older are protected), reprisal (discrimination against a person for having filed or for having participated in the processing of an EEO complaint 29 CFR 1613.261-262), or physical or mental handicap, in furnishing, or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided herein.

3. Relocation: Lessee acknowledges that it acquires no right by virtue of execution of this Outlease to claim any benefits under Title 39, Code of Federal Regulations, Part 777 (Relocation Assistance and Real Property Acquisition Policies).

4. Gratuities or Gifts (Clause 1-5: March 2006)

- a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the Lessee or the Lessee's agent or other representative:
 - i. Offered or gave a gratuity or gift (as defined in 5 CFR 2635) to an officer or employee of the Postal Service; and
 - ii. Intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.
- b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

5. Incorporation by Reference: In addition to the foregoing, the following clauses are incorporated in this contract by reference. The text of incorporated terms may be found in the Contract Clauses section of the Postal Service's Supplying Principles and Practices manual, which is accessible on-line or upon request.

Clause 9-7, Equal Opportunity (March 2006)¹

Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)²

Clause 9-14, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (February 2010)³

¹For contracts aggregating payments of \$10,000 or more.

²For contracts aggregating payments of \$10,000 or more.

³For contracts aggregating payments of \$25,000 or more.



STATE OF NEW HAMPSHIRE

Charles M. Arlinghaus
Commissioner

Department of Administrative Services
Division of Risk and Benefits
State House Annex, Room 412
25 Capitol St., Concord NH 03301

Catherine A. Keane
Deputy Commissioner

Joseph B. Bouchard
Assistant Commissioner

Joyce I. Pitman
Director, Risk & Benefits

January 18, 2022

RE: The State of New Hampshire's Self-Insurance Program and Automobile Liability Insurance Coverage

To Whom It May Concern:

The purpose of this letter is to describe the State of New Hampshire's self-insurance program and automobile liability insurance coverage. This letter may be presented to individuals requesting information about the State's general liability self-insurance program, workers' compensation self-insurance program, or automobile liability insurance coverage.

General Liability Self-Insurance Program

The State of New Hampshire (State) does not maintain liability insurance coverage for the general operations of its agencies. Instead, the State has elected to self-insure for general liability exposures. Any liability or costs incurred by the State arising from loss or damage to a third-party would be handled as a general obligation of the State. Per RSA 541-B:14, I, all claims arising out of any single incident against any agency for damages in tort actions is limited to an award not to exceed \$475,000 per claimant and \$3,750,000 per any single incident.

Workers' Compensation Self-Insurance Program

All State employees are covered under the State's self-funded workers' compensation program. The State's third party administrator for workers' compensation claims is Cross Insurance TPA, Inc., with contract effective through July 1, 2022.

Automobile Liability Insurance Coverage

The State maintains automobile liability coverage through Chubb Insurance. The policy provides liability limits for bodily injury coverage of \$250,000 per person/\$500,000 per accident and property damage coverage of \$100,000 per accident.

Please do not hesitate to contact Risk and Benefits at (603) 271-3180 if you have any questions concerning this letter.

THE STATE OF NEW HAMPSHIRE

By: *Joyce I. Pitman*

Name: Joyce I. Pitman

Title: Director of Risk and Benefits

Facility Name: State of NH, Dept. of Administrative Services,
Bureau of Court Facilities
Address: 25 Capitol Street, Room 115

Fin/Sub No. _____
City, ST, ZIP: Concord, NH 03301

Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Tenant/Landlord/Licensor/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, Charles M. Arlinghaus hereby certify to the Postal Service as follows:

[PRINT: name of potential Tenant/Landlord/ Licensor/Supplier/Contractor]

- A. (Check all that apply) I am:
- (i) _____ A Postal Service employee;
 - (ii) _____ The spouse of a Postal Service employee;
 - (iii) _____ A family member of a Postal Service employee; (*Relationship*) _____
 - (iv) _____ An individual residing in the same household as a Postal Service employee;
 - (v) _____ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing or licensing space or intending to lease or license space to/from the Postal Service; OR
 - (vi) None of the above.

- B. (Complete as applicable):
- i. I have the following job with the Postal Service (*Title*) _____
(*Location*) _____
 - ii. My Spouse who works for the Postal Service holds the following job:
(*Title*) _____ (*Location*) _____
 - iii. My family member who works for the Postal Service holds the following job:
(*Title*) _____ (*Location*) _____
 - iv. My household member who works for the Postal Service holds the following job: _____
(*Title*) _____ (*Location*) _____

C. If you have checked "none of the above" and during the lease or license term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.

D. The person signing this certification has full power of authority to bind the potential Tenant/Landlord/ Supplier/Contractor named above.

Executed this 19th day of May, 2022 by

BY: 
{insert Signature}

BY: Charles M. Arlinghaus
[PRINT: name of entity or person]

Title: Commissioner, Dept of Administrative Services
[Insert title]

Facility Name: _____
Address: _____

Fin/Sub No. _____
City, ST, ZIP: _____

[INTERNAL USE ONLY: 1) If A(vi) 'none of the above' is selected, stop, file form with the lease/license/out-sublease. 2) If other items are selected, submit form to Ethics.help@usps.gov. File form and Ethics determination with the lease/license/out-sublease.]

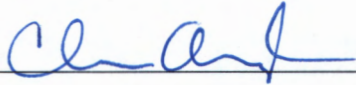
①

ENABLING RESOLUTION

State of New Hampshire,
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

BE IT RESOLVED that we, the duly elected officers of State of New Hampshire, a State Government organized in the State of New Hampshire, do hereby appoint Charles M. Arlinghaus as our authorized representative to execute a Lease with the United States Postal Service for property located at 134 Main Street, Littleton, NH 03561-9998. This Lease shall be deemed binding upon all members of this organization collectively.

SIGNED this 19th day of May, 2022.

Authorized Signature	Printed Name	Title
	Charles Arlinghaus	Commissioner
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please also include the Authorized Representative's signature above in addition to officers)

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
State of New Hampshire

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

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

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

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

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

Other (see instructions) ► **Government Entity** (Applies to accounts maintained outside the U.S.)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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

6 City, state, and ZIP code
Concord NH 03301

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

0	2	-	6	0	0	0	6	1	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► *[Signature]* Date ► *1/11/22*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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