

RENTAL CRITERIA FOR RESIDENCY

Anyone 18 years of age or older, planning to reside in the home for 10 consecutive days or 20 days/nights in a calendar year, MUST submit an application for approval. Screening application is on a 1st come, 1st serve basis. All applications must be complete in order to be screened. As an Equal Housing Opportunity provider we seek to process all applications in a fair and consistent manner. Applicants are provided a copy of the rental criteria, prior to applying for a property. It is the applicant's responsibility to read & agree to all terms stated (signature on last page of packet).

COMPLETE APPLICATION requires the following:

- **Rental Application**- entirely filled out and signed by applicant
- **\$50.00 application fee** (cash, money order or cashier's check)
- **Photo ID** (government issued)
- **Social Security Card** or Visa
- **Proof of Income** (showing income for 60 days)
- **Photo of Pet** (if applicable- email to Leasing@benсонco.com)
- **Housing Assistance documents** (if applicable)
- **Roommates must turn in their applications together.**

APPROVAL TO RENT: Move in deposit(s) must be paid by 5:00pm the following business day, after the approval date. Deposits must be paid by money order or cashier's check only (and must be a separate payment). Rent must begin no later than 14 days from approval date.

PRO-RATED CHARGES: Tenants are responsible to pay a full month of rent upon move in. The 2nd month's charges are pro-rated from the initial (move in) month. Pro-rated rent calculation is based on a 360-day year composed of twelve months of 30 days each.

SCREENING PROCESS / TIMELINE: Once your completed application, along with the screening charge has been received, it will be verified as "complete". The approval process will take approximately 3 business days. If the information provided on your application is incomplete or difficult to verify, additional time may be required. Screening process will consist of obtaining a credit report as well as, reviewing public and criminal records. Benson Property Management, Inc. may contact employers, previous landlords and any other references you have provided. Verification of income and/or assets may take place. Once approved, applicant will come into the office to pay their security deposit and sign an Agreement to Execute a Rental Agreement form, which will provide for the forfeiture of the deposit if applicant fails to occupy the unit. If applicant fails to timely take the steps required above, he/she will be deemed to have refused the unit and the next application will be processed. Current vacancies are listed on our website at www.bensonco.com. During the time of showing, Owner/Agent does not have knowledge of the # of applicants, if any, ahead of this application. Completed applications must be turned into the rental office directly. By signing the final page of this Rental Application packet, the applicant is agreeing to items stated on all pages of this packet.

Deposit and first months payment MUST be paid by CERTIFIED FUNDS (money order or cashier's check only).

Deposit payment must be SEPARATE from any other payments (deposits are held in a separate noninterest-bearing account).

DECLINED APPLICATIONS: If you are denied to rent, a letter will be sent to your current mailing address, stating the reason(s) for denial.

RENTERS LIABILITY INSURANCE (required): If you do not already have renter's liability insurance, you will be automatically signed up for Landlord's Required Resident Liability Insurance policy ("LRRL") & billed \$9.50/month (to be paid with rent each month). For the duration of the Lease Agreement, tenant is required to maintain and provide the following minimum required insurance coverage: \$100K Limit of Liability for tenant's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, & water damage. Coverage Requirements:

- Tenant Name(s): Each Tenant is required to maintain coverage, either individually or under a joint policy.
- Rental Address
- Policy Dates
- 100K in Personal Liability
- Benson Property Management, Inc. listed an "Additional Interest"
- Mailing address for Benson PMI: PO Box 1952, Gresham, OR 97030

SMOKING POLICY: All rentals are NON SMOKING. No marijuana, medical or otherwise, may be grown, stored or consumed on the premises without prior consent of Benson Property Management, Inc. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or lighted product in any manner including medical marijuana of any form. Smoking damage will never be considered normal wear & tear.

PET CRITERIA: Pets are permitted at certain properties and are at the sole discretion & approval of Owner/Agent. If approved, an increased deposit is required; \$500 for the 1st pet and \$250 per additional pet. Pet Rent is \$25/pet/month. During tenancy, a tenant must receive approval by the Landlord PRIOR to having the pet in the home. The increased deposit is required within 48 hrs of approval. "Pet sitting" is NOT allowed at any property. If a tenant allows a pet onto the property, without prior approval, the tenant is subject to a non compliance fee or termination of tenancy. If an applicant/tenant desires to bring a pet onto the premises, they must 1st submit verifiable proof, from a veterinarian, that any pet over 1 year old, has all current shots, all immunizations, is neutered or spayed, and licensed. There is a limit of 3 pets per property (unless specified) and only 2 of the same type of animal is allowed (cats/dogs). Breed and size restrictions apply, inquire prior to submitting an application. Owner/Agent is not responsible to refund application fee if a pet is not approved.

EMPLOYMENT CRITERIA: Applicant must be able to provide at least 60 days of verifiable income (paystub, hire letter from employer, bank statements and/or tax records for self-employed applicants).

BANKRUPTCY: Discharged bankruptcies are acceptable after six (6) months of positive established credit.

OTHER OCCUPANT(S): Anyone 18 years of age and older, planning to reside in the home for 10 consecutive days 20 days/nights in a calendar year, MUST submit an application for approval. They can be considered an "Other Occupant", if there is an approved "Lease Holder" to sign into a rental agreement. "Other Occupants" have no financial responsibility and they cannot receive rental history from the landlord. They cannot make payments, submit work orders, borrow a spare key from landlord, etc. They have no leasehold rights to the property and no legal standing and can vacate at any time.

CO-SIGNER: If an applicant is approved but with restrictions, the applicant has the option of providing a Co-Signer. Co-Signers must complete a rental application and approved by Owner/Agent. A Co-Signer must show verification to substantiate income equal to or greater than three times the rental amount. Co-Signers may not be used in the event of a failed application based on a criminal record or eviction of applicant(s). A Co-Signer must be a homeowner in one of the following Oregon County's: Multnomah, Clackamas or Washington. Co-Signer will be listed on the rental agreement with Tenants, throughout the length of tenancy and is jointly responsible for all financial matters relating to the rental of the property.

OFFICE HOURS: Monday - Friday 9:00a - 5:00p (Thursday by appt)
(Closed daily from 12pm - 1pm)

OFFICE ADDRESS: 619 NE Roberts Avenue, Gresham, 97030
(24hr drop box located at the front entrance)

RENTAL CRITERIA FOR RESIDENCY

(Applicable only if Owner/Agent does not have custom criteria.)

OCCUPANCY POLICY

1. Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a habitable room that is intended to be used primarily for sleeping purposes, contains at least 70 square feet and is configured so as to take the need for a fire exit into account.)
2. The general rule is two persons are allowed per bedroom. Owner/Agent may adopt a more liberal occupancy standard based on factors such as size and configuration of the unit, size and configuration of the bedrooms, and whether any occupants will be infants.

GENERAL STATEMENTS

1. Current, positive, government-issued photo identification that allows Owner/Agent to adequately screen for criminal and or credit history will be required.
2. Each applicant will be required to qualify individually or as per specific criteria areas.
3. Inaccurate, incomplete or falsified information will be grounds for denial of the application.
4. Any applicant currently using illegal drugs will be denied. If approved for tenancy and later illegal drug use is confirmed, termination shall result.
5. Any individual whose tenancy may constitute a direct threat to the health and safety of any individual, the premises, or the property of others, will be denied tenancy.

INCOME CRITERIA

1. Monthly income must be equal to three times stated rent*, and must be from a verifiable, legal source. If applicant's monthly income is between two and three times the stated rent, applicant will be required to pay an additional security deposit equal to one month's rent or provide acceptable co-signers. Income below two times the stated rent will result in denial.
*If applicant will be using local, state or federal housing assistance as a source of income, "stated rent" as used in this section means that portion of the rent that will be payable by applicant and excludes any portion of the rent that will be paid through the assistance program.
2. Twelve months of verifiable employment will be required if used as a source of income. Less than 12 months verifiable employment will require an additional security deposit or acceptable co-signer.
3. Applicants using self-employment income will have their records verified through the state corporation commission, and will be required to submit records to verify their income, which records may include the previous year's tax returns.

RENTAL HISTORY CRITERIA

1. Twelve months of verifiable contractual rental history from a current unrelated, third party landlord, or home ownership, is required. Less than twelve months verifiable rental history will require an additional security deposit or acceptable co-signer.
2. Three or more notices for nonpayment of rent within one year will result in denial of the application.
3. Three or more dishonored checks within one year will result in denial of the application.
4. Rental history reflecting any past due and unpaid balances to a landlord will result in denial of the application.
5. Rental history including three or more noise disturbances or any other material non-compliance with the rental agreement or rules within the past two years will result in denial.

EVICTION HISTORY CRITERIA

Five years of eviction-free history is required. Eviction actions that were dismissed or resulted in a judgment for the applicant will not be considered.

CREDIT CRITERIA

1. Negative or adverse debt showing on consumer credit report will require additional security deposits or acceptable co-signers.
2. Ten or more unpaid collections (not related to medical expenses) will result in denial of the application.

RENT WELL GRADUATES

If applicant fails to meet any criteria related to credit, evictions and/or rental history, and applicant has received a certificate indicating satisfactory completion of a tenant training program such as "Rent Well," Owner/Agent will consider whether the course content, instructor comments and any other information supplied by applicant is sufficient to demonstrate that applicant will successfully live in the complex in compliance with the Rental Agreement. Based on this information, Owner/Agent may waive strict compliance with the credit, eviction and/or rental history screening criteria for this applicant.

CRIMINAL CONVICTION CRITERIA

Upon receipt of the Rental Application and screening fee, Owner/Agent will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "Conviction" (which means:

charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), for any of the following crimes as provided in ORS 90.303(3): drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlord's agent. Owner/Agent will not consider a previous arrest that did not result in a Conviction or expunged records.

If applicant, or any proposed occupant, has a Conviction in their past which would disqualify them under these criminal conviction criteria, and desires to submit additional information to Owner/Agent along with the application so Owner/Agent can engage in an individualized assessment (described below) upon receipt of the results of the public records search and prior to a denial, applicant should do so. Otherwise, applicant may request the review process after denial as set forth below, however, see item (c) under "Criminal Conviction Review Process" below regarding holding the unit.

A single Conviction for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application.

- a) Felonies involving: murder, manslaughter, arson, rape, kidnapping, child sex crimes, or manufacturing or distribution of a controlled substance.
- b) Felonies not listed above involving: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 7 years.
- c) Misdemeanors involving: drug related crimes, person crimes, sex offenses, domestic violence, violation of a restraining order, stalking, weapons, criminal impersonation, possession of burglary tools, financial fraud crimes, where the date of disposition has occurred in the last 5 years.
- d) Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, property crimes or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 3 years.
- e) Conviction of any crime that requires lifetime registration as a sex offender, or for which applicant is currently registered as a sex offender, will result in denial.

Criminal Conviction Review Process.

Owner/Agent will engage in an individualized assessment of the applicant's, or other proposed occupant's, Convictions if applicant has satisfied all other criteria (the denial was based solely on one or more Convictions) and:

- (1) Applicant has submitted supporting documentation prior to the public records search; or
- (2) Applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation. Supporting documentation may include:
 - i) Letter from parole or probation office;
 - ii) Letter from caseworker, therapist, counselor, etc.;
 - iii) Certifications of treatments/rehab programs;
 - iv) Letter from employer, teacher, etc.
 - v) Certification of trainings completed;
 - vi) Proof of employment; and
 - vii) Statement of the applicant.

Owner/Agent will:

- (a) Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since the criminal conduct; time since release from incarceration or completion of parole; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. Owner/Agent may request additional information and may consider whether there have been multiple Convictions as part of this process.
- (b) Notify applicant of the results of Owner/Agent's review within a reasonable time after receipt of all required information.
- (c) Hold the unit for which the application was received for a reasonable time under all the circumstances to complete the review unless prior to receipt of applicant's written request (if made after denial) the unit was committed to another applicant.

Tenant Liability Insurance

What You Need To Know

As a condition of our lease, we require all residents to carry liability insurance (\$100,000) for damage to the landlord's property during the term of their lease.

To satisfy this lease requirement you have two options:

Option 1: Sign up for Renter's Insurance and provide proof of coverage

Having renter's Insurance not only meets your lease requirement it will also protect your personal belongings from theft or damage.

Cost: Depends on your provider

Option 2: Do nothing – you will be automatically enrolled in our Tenant Liability Insurance Program

This is an easy and low cost way to meet your lease requirement but does not cover your personal belongings. You pay the monthly premium together with rent. (See complete details below).

Cost: \$9.50 per month

Tenant Liability Insurance Program Details

Policy Coverage: \$100,000 Legal Liability for damage to Landlord's property.

The coverage provided by our tenant liability program meets the minimum requirements of the lease. The policy covers only your legal liability for damage to the landlord's property (covered losses include fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump, falling objects, riot, or civil commotion) up to \$100,000.

The policy is not personal liability insurance or renters insurance. The policy does not cover any of your personal belongs, additional living expenses, or liability arising out of bodily injury or property damage to any third party. If you require any of this coverage, you should contact an insurance agent or insurance company of your choice and sign up for a Renters Insurance Policy.

Monthly Cost: \$9.50 / Per Month

Policy Details: All Claims should be reported to the Property Management Company. For complete details visit: <http://www.appfolio.com/notice-of-insurance>.

Please Note: You are under no obligation to participate in our tenant liability insurance program. You may satisfy the lease requirement by obtaining a personal renters insurance or liability insurance policy from an insurance agent or insurance company of your choice and providing proof of coverage (a copy of the declarations page) for the duration of your lease.

Tenant Liability Insurance Policy is provided by Great American E&S Insurance Company
300 E. Fourth Street, 20th Floor | Cincinnati, OH 45202 | Toll Free: (800) 280-0352 | E-mail: FISClaims@gaic.com

Get "credit" for paying your rent on time

We're an Experian RentBureau community

We believe that renters should get credit for managing the payments for the place they call home. That's why we've partnered with Experian RentBureau to include positive rental payment data in Experian credit reports.

In the past, only negative rental payment data such as evictions and collections were reported to consumer reporting agencies. Therefore, your on-time rental payments were never included in credit reports, unlike credit card, mortgage or car payments that help raise credit scores when paid on time.

The addition of positive rental payment data in Experian credit reports can be a tremendous benefit to anyone who rents, especially non-credit-active, cash-based consumers.

We recognize the value of having a positive rental payment history, and we want to provide our residents with this unique opportunity to get credit for their on-time rental payments.

Answers to common questions about rental payments on your credit report

What type of rental payment information is on my Experian credit report?

Only positive rental payment history has been added to your Experian credit report. If available, the 25 most recent months of rental payment history information will be displayed. Negative rental payment information, such as a collection account, is already reported to credit reporting companies through collection agencies.

Will my rental payments affect my credit score?

Your rental payment information will be included as part of your standard credit report and may be incorporated into certain credit scores, such as VantageScore and Experian's PLUS Score! For more information on VantageScore, please visit www.experian.com/getyourvantagescore.

Can I improve my credit by paying my rent on time?

Yes. The inclusion of positive rental payment history within Experian credit reports allows you to establish or rebuild your credit through timely rental payments. Better credit means qualifying for credit products you deserve.

How will lenders use my rental payment information?

Lenders may consider your rental obligation when determining your ability to repay new debt. Each credit grantor decides what standards you must meet for it to grant you credit.

Why does my apartment lease appear as an installment loan? Your apartment lease is considered installment credit, similar to an auto loan, which consists of paying regular installments of a fixed amount over a set period of time, usually measured in months or years.

Why does my credit report show a credit limit for my apartment lease when it is not a line of credit? Experian¹ calculates an "original loan amount," which represents the sum of the total payments over the entire period of the lease agreement. For example, a 12-month lease with a \$1,000 monthly rental payment would add up to \$12,000 (12 months x \$1,000). We are aware that some credit report systems display this amount as a credit limit. However, this does not imply that the consumer received a loan or has a line of credit.

Why does my credit report show an outstanding balance for my apartment lease when I don't owe any money? An outstanding balance or "current balance" amount on your rental payment history represents the sum of all rental payments left on the lease. The balance denotes the total amount you will be responsible for over the remainder of the lease. As you pay your rent each month, the outstanding balance will continue to decrease.

What should I do if I find an error or encounter a problem with my credit report? All disputes are processed by Experian's National Consumer Assistance Center.

If you have a dispute or a concern, you can call Experian toll-free at 1 888 EXPERIAN (1 888 397 3742) or you can access a dispute form online at www.experian.com/disputes/main.html.

Request a copy of your personal credit report directly from Experian and review it carefully. If you find an error, simply dispute the information immediately online or call or write to Experian following the instructions provided with your report.

Upon receiving your dispute, Experian's National Consumer Assistance Center will investigate, either resolve or affirm the dispute, and send you the results of the investigation. This dispute process can take up to 30 days from the date the dispute is received.

Credit education

For additional information on how to help gain a better understanding of your credit, visit www.experian.com/rentbureaucrediteducation.

For \$29.95, Experian Credit Educator[®] will provide you with a one-time, one-on-one telephone-based education session, which includes a copy of your Experian credit report and score, a step-by-step walk-through of your personal credit report and insight for future decisions in personal credit management. Call 1 877 858 5308 to learn more or to schedule an appointment.

About Experian RentBureau

Experian RentBureau receives updated rental payment data every 24 hours from its national network of property management companies. Positive rental payment data is then incorporated within Experian credit reports. To learn more about Experian RentBureau visit www.experian.com/rentbureau.