

## TERMS and CONDITIONS

The following Application Agreement will be signed by all applicants prior to signing a lease contract.

### SCREENING PROCESS:

All potential intended occupants eighteen years of age or older must complete an application. All applications are subject to management approval. We offer an application to anyone. We conduct a multi-state criminal background check, credit report, employment verification, and rental history verification, including reviewing your eviction history from the last five years (except those that arose between April 1, 2020, and February 28, 2022). Do not assume that negative history from years ago will not show up. We may also ask to view your current residence or drive by your current residence to see how you have taken care of your current residence. We may verify the ownership of the properties listed on your rental history through verification by the tax assessor's office. Each applicant must qualify individually, except that the income requirement may be met with the cumulative income of all applicants applying as financially responsible parties. Unfavorable information for any individual co-applicant may result in denial of the application for all co-applicants in total. Application fees can be refunded for applicants that have not had their applications processed. These refunds require that the processing is completed at the bank level (7-10 business days), before we can issue the refund which can take 7-10 business days to complete the refund at the bank level. Applications at the front of the line will immediately go into processing and the application fee will be used in the background investigation. Applications are processed in the order that they are received on a first-come, first-served basis in a queue/line-based system. Applications are time stamped as they are received and placed in the queue/line for the home. We will not "hold" applications and wait to receive the rest of an application group including roommates and co-signers.

### BACKGROUND SCREENING COMPANIES

We use third-party screening companies for a portion of the background check which may include credit report, rental history, employment history, criminal history, and proof of income. Screening companies may attempt to contact you, your employer, your references, and your landlord(s). These screenings provide us with information to aid our decision-making process based on our criteria. Once sent for screening, we typically receive a report within three business days.

### APPLICATION GROUPS

If applying with intended roommates or co-signers, the group of applications will only be considered "Complete" and placed into the queue/line if/when all applications for all intended roommates and co-signers have been fully submitted. "Incomplete" application groups which miss or lack any roommate or co-signer application, required information, and/or an application fee may be canceled or denied. We may attempt to reach you to obtain the missing applications for your group. We may cancel or deny your application instead of giving or extending a deadline. We will not hold a place in line for incomplete

application groups. Incomplete application groups are considered to be outside of the queue/line. In short, all application groups must be received, complete, and ready for processing before entering the queue/line for consideration.

#### APPLICATION FEES AND TRANSFERS

We can only accept one application fee per sixty-day period per person. If multiple applications are turned in by the same person/people for different properties, they must choose which home they want to apply for, and the others would need to be canceled and refunded. Applications can be transferred from one property to another for consideration with written consent from the applicant. Applications must be filled out completely. If we are unable to verify something on your application after a good faith effort, we will decide with the information we have. We will accept the first qualified applicant(s). Application screening may take up to seven business days to render a decision. Application fees are good for sixty days from the date of receipt without the need for an additional screening fee. If you have applied with us recently, please indicate that on the application, or let us know by contacting the front desk 541.791.4052. Or [info@rentfromdpm.com](mailto:info@rentfromdpm.com). We will check to see if you are eligible to move forward without an application fee.

#### APPROVALS

Approved applicants will receive an email with the deposit amount and the manager's contact information for moving forward to a move in, which per our policies must be completed by the end of the seventh business day from the date the application has been received. In rare cases, an extension may be issued to allow screening to complete. If any portion of your application does not meet the criteria, we may opt to raise the security deposit amount. If we choose to approve you with an increased security deposit, you will receive a form via first class mail with the reasons why your application was approved with an increased deposit. Once approved, we require a deposit to hold for the purpose of securing the execution of a lease agreement. If the lease agreement is executed, DPM will apply the deposit to hold towards monies due under the lease agreement. If a lease agreement is not executed due to failure of applicant(s) to comply with the deposit to hold agreement, DPM will retain the deposit. If lease agreement is not executed due to a failure of DPM to comply with the deposit to hold agreement, within four days after failure to comply, DPM will return deposit to applicant either at the place of business (1010 Airport Rd SE, Albany, OR 97322) or mailing by first class mail to the applicant's current address listed on their application. Deposits are not transferable from one home to another home managed by DPM. Transferring the deposit to hold to another home will forfeit the deposit to hold and a new deposit to hold will be required. It is our policy that a deposit to hold must be placed by the end of the next business day from the approval to secure the unit. If a home is ready to move in at the time of approval, our policy is to execute a lease agreement for no more than seven business days from the date of the deposit to hold. If the home is not yet ready, our policy is to provide an estimated ready date. All listed or advertised dates indicating rent readiness are projected and estimated to the best of our ability. All dates may change due to factors outside of our control. We cannot and do not guarantee move-in dates. All remaining monies owed or balance due must be paid in full and a lease agreement must be

fully executed before a move in may be completed. DENIALS Applicants will receive denials notifications via first class mail. Applicants may appeal the denial decision in writing within thirty days of denial by mail (Application Denials and Appeals 1010 Airport Rd SE, Albany, OR 97322) or by email with the subject Application Denials and Appeals sent to info@rentfromdpm.com or by Fax to (541) 791-4119. Credit reports, criminal records, and public records must be disputed through the appropriate agencies. Appeals will only be considered when legally required and not solely on applicant's failure to provide a complete application. Incomplete, inaccurate, discrepant, or false information may result in denial and shall be grounds for termination of tenancy upon later discovery. Denial of an individual application will result in a denial for all co-applicant applications. We may conditionally approve your application. If the conditions of the approval are not met, the application may be denied.

#### RENTAL CRITERIA:

##### -CONDUCT

Any applicant that is aggressive, confrontational, rude, abusive, harassing, combative, violent, threatening, menacing, destructive, exhibits other profane behavior, currently using illegal drugs, interacts with staff while intoxicated or under the influence of drugs or alcohol, or applicants that show other signs that they will not get along with others could be subject to application denial for that reason.

##### -CREDIT

Negative or adverse credit may result in additional security deposit or denial. Three unpaid collection accounts or collection balances exceeding three months' worth of rent could result in denial for that reason. Bankruptcy within the last five years may result in denial of your application to rent.

##### -CRIMINAL HISTORY

All criminal activity requires disclosure and written explanation. Applicants with conviction of any crime that requires registration as a sex offender, violent crimes, distribution of illegal drugs, and/or manufacture of illegal drugs may result in denial.

##### -RENTAL HISTORY

A minimum of one year of verifiable, contractual rental history from a third-party landlord is required. No more than three notices for late payment and/or dishonored checks (NSF) within one year. Applicant can be denied for having a for-cause eviction within the last five years or pending evictions for non-payment or rule violations (except those that arose between April 1, 2020 and February 28, 2022). We may consider owning your home to be equivalent to that of third-party rental history; we may not accept owning your own home to be equivalent to that of third-party rental history if the mortgage payment is

not up to date. Reports of illegal activity, damage caused the property beyond wear and tear, disturbances to the neighbor's peaceful enjoyment of their home, unpaid monies owed to a landlord (Except those that arose between April 1, 2020, and February 28, 2022), or failure to comply with the rental agreement could be reasons for denial.

#### -INCOME

The monthly gross income of applicants must be three times the monthly rent amount. Roommates can combine income to meet the income requirement. We require and accept all legal, documentable sources of income. Illegal income (by federal, state, or local definition) will not be considered. If providing check stubs as proof of income, please note that jobs out of state must be explicitly stated on the application as remote or work-from-home positions to be acceptable as we would expect that moving to Oregon from out of state would necessarily mean that current employment in a state that is not Oregon would require resignation in order to move. If you do not have a traditional income and wish to use your liquid assets for our calculations, we can accept personal savings information. The income requirement for personal savings will be equal to or greater than twelve times the monthly rent amount. Self-employed applicants may be required to show proof of income through copies of the previous year's tax returns and their business will be verified through the state corporation commission.

#### -ANIMALS

Each property has a unique pet policy. Company-wide, all properties will not allow certain pet dog breeds known to have aggressive behavior; an aggressive pet dog breed list can be found below. You must disclose all animals on your application no matter what type or size. No animals with a history of aggressive, threatening, or violent behavior will be allowed. Aggressive pet dog breeds [Restricted Company-Wide] include, but are not limited to: - Wolves, Pit Bulls, American Staffordshire Terriers, Rottweilers, Dobermans, Chows, Akitas, Presa Canarios, Karelian Bear Dogs, Dogo Argentinos, Malamute (Alaska), Husky and German Shepherds or any mix thereof. Dogs with the appearance of the aforementioned breeds will not be allowed either. **PETSCREENING IS A REQUIRED PART OF THE APPLICATION PROCESS FOR ALL APPLICANTS:** To help ensure ALL of our residents understand our animal-related policies, we use a third-party screening service and require EVERYONE to complete a profile. This process ensures we have formalized animal-related policy acknowledgments and more accurate records to create greater mutual accountability. Animals must be approved by management before they may move into or otherwise reside on the premises of properties we manage. An approval by the third party vendor "petscreening" does not necessarily equal an approval by management. Please get started by selecting a profile category on our landing page. Copy and paste the following link in another tab: [rentfromdpm.petscreening.com](http://rentfromdpm.petscreening.com)

#### -CO-SIGNERS

We may accept co-signers if, the intended co-signer will not reside in the home and the applicant is qualified on all other metrics except for income. Co-signers can only cover the income portion of an applicant's screening but a co-signer must be fully qualified on all metrics. The income requirement for a co-signer is five times the gross rent amount. Or, the income requirement for personal savings will be equal to or greater than thirty times the monthly rent amount.

#### DISCLOSURES:

1. TRAMPOLINES, POOLS, FIRE PITS, EXERCISE AND PLAY EQUIPMENT, and ERECTING STRUCTURES  
Tenant(s) is not allowed to erect any structure on the premises or install anything on the exterior of the premises without written permission from Owner/Agent Swimming pools, trampolines, fire pits, exercise and play equipment are not allowed to be erected in the premises without written permission from Owner/Agent

#### 2. SMOKING AND VAPING

If the property allows smoking, no smoking or vaping of any kind is allowed inside the units or in restricted areas, "Smoking/Vaping" means inhaling, exhaling, breathing, carrying, or disposing of any lighted cigar, cigarette, or other tobacco product or similar substance, including marijuana. Tenants must follow all Federal, State and local smoking ordinances. We do not guarantee any property has never been smoked in.

#### 3. WATER-FILLED FURNITURE, AQUARIUMS, PIANOS, ORGANS, and EXERCISE POLES

Water-filled furniture, aquariums, pianos/organs, or exercise poles are not allowed without written permission from Owner/Agent

#### 4. RENTER'S INSURANCE

Tenants must provide proof of renter's insurance before moving in unless their combined household income is less than 50% of the area median income. Renter's insurance must have a minimum liability of \$100,000 and Diversified Property Management must be listed as an interested party. A declaration page is sufficient for proof.

#### 5. APPLICATION FEE

You will be charged an application fee in the amount indicated, and this payment partially defrays the cost of administrative paperwork. Credit/ debit card payments can be made Online Only with Visa, MasterCard, JCB or Discover branded cards from any country. American Express, gift cards, and prepaid cards are not accepted. All other application fee payments (Not Online - i.e. paid in person,

mailed in, left in drop box after hours) must be paid via cashier's check or money order. We can accept cash payment of application fees, but it must be EXACT.

## 6. OCCUPANCY

Occupancy is generally 2 people per bedroom plus one additional person. A bedroom is defined as a room designed for sleeping with at least one window to the exterior and an interior door separating the room from the rest of the unit. Some homes may have limited occupancy based on the design of the home, square footage of the home, and/or restrictions imposed by a governing body. We may adjust the general occupancy standard to a more liberal standard based on specific factors related to the size and configuration of the unit and its bedrooms.

## 7. IF YOU WITHDRAW BEFORE APPROVAL

You and any co-applicant may not withdraw your application. If you or any co-applicant withdraw an application or notifies us that you've changed your mind about renting the dwelling unit, after processing of your application as started, we'll be entitled to retain all application fees. If you or any of your co-applicants still wish to rent the unit, we will result the applications as they are.

## 8. NOTICE TO OR FROM CO-APPLICANTS

Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

## 9. LEASE CONTRACT INFORMATION

Special information and conditions must be explicitly noted on a lease contract, and all parties (if approved) must sign to obtain possession of a unit and begin a contract with Diversified Property Management. Please identify in the property description or from a DPM representative if the lease is a month-to-month rental agreement or one-year lease contract; also familiarize yourself with the responsibility of the utilities associated with the unit; and lastly any other additional monthly costs or initial deposits.

## 10. PAYMENT POLICY FOR RENTS AND DEPOSITS

First month's rent and deposits must be paid in two separate money orders or cashier's checks unless paid through the online tenant portal. After that only cashier's checks, personal checks, money orders, or online payments (e-check or credit/debit card) will be accepted as payment of rent, late fees, or any other charges. We also suggest you make a copy of the payment for your own records. As a last resort, cash can be brought to our office at 1010 Airport Rd. SE Albany, OR 97322 during normal business

hours. (Note: our office is closed for lunch 12:30pm to 1:30 pm) Office phone number is 541- 791-4052. Refunds of deposits, if due, will be made in the form of a check provided the terms of the agreements have been met. If your move-in falls on the 26th of the month or later, you will be required to pay the pro-rated rent for the current month AND the next month's rent on your move-in date. Unless your rental agreement says otherwise, rents are due on the First (1st) of the month. They are payable in FULL by the end of the business day on the Fifth (5th) of the month. Per our rental agreement, any rent received after the 5th of the month will be assessed a late fee in the amount indicated on your lease contract.

#### 11. KEYS OR ACCESS DEVICES

We will furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents referred to in the Lease Contract; (2) all required utility service accounts have been set up; (3) Renter's insurance (if required) has been setup and proof provided to DPM; and (4) all applicable rents and security deposits have been paid in full.

#### 12. ANTI-DISCRIMINATION

We obey all federal, state, and local laws and statutes. We do not discriminate based on race, color, national origin, religion, sex, familial status, marital status, source of income, sexual orientation, and gender identity.

#### 13. ACCURACY AND VERIFICATION

Applicant(s) represents the statements made here are true and complete. I authorize the verification of the information provided on this form as to my credit, criminal, employment, past rental history, and other statements made on this application, including, but not limited to, a background check & credit report. I understand there is a fee for the processing of this application, and I am not entitled to a refund after it has been screened, regardless of the result or decision rendered. I acknowledge receipt of a copy of the application screening criteria. I understand I have the right to dispute any information provided by a screening company or credit reporting agency. I understand that immediate execution (within 5 business days) of the rental agreement is expected on approval of my application.

#### 14. CO-SIGNERS

If a co-signer applies, they must read, understand, and accept that our rental agreement states the following information below, and they must agree to these terms in the rental agreement. Furthermore, applicants must read, understand, and accept the information below. See lease except below: Co-Signer agrees unconditionally, absolutely, and continually to guarantee the performance by the Tenant(s) of all obligations under the Rental Agreement or any extensions or renewals, including, but not limited to, the timely payment of Rent, Fees, Utility or Service Charges, Damages to property, Late Fees, legal fees, and collection costs. The liability of Co-Signer is direct and unconditional and may be

enforced without requiring Owner/Agent first to exercise, enforce, or exhaust any right or remedy against Tenant(s). Co-Signer waives presentment, demand, protest, and notice to which Co-Signer might be entitled. Co-Signer agrees that any action regarding this Agreement may be brought in any state or federal court sitting in the county in which the property is located. Co-Signer agrees to personal jurisdiction in such court. Co-Signer agrees to pay all costs, attorney fees, and collection costs incurred by Owner/Agent in enforcing this Co-Signer Agreement. Tenant(s) agrees to Co-Signer(s) being copied on all written notices pertaining to rule violations or late payments for the rented premises. Tenant(s) also agrees to allow Co-Signer(s) access to accounting ledgers for rent, deposits and other monies owed or paid for the rented premises, including but not limited to balance owned, payment dates and payment amounts. Co-Signer(s) do not have physical access to the premises without tenant(s) permission. Co-Signer(s) do not have access to private communications between Tenant(s) and Management.

#### SIGNATURE

Our reception of this application is consent only to this Application Agreement. It does not bind us to accept applicant(s) or to sign a rental agreement for the identified property.