

# Mallard Properties

Any closer, you'd be in class!

1953 Garden Avenue  
Eugene, OR 97403  
P: (541) 465-3825  
info@mallardproperties.net  
www.mallardproperties.net

## CO-SIGNER SCREENING CRITERIA

### GENERAL INFORMATION & REQUIREMENTS:

- The demeanor of Co-Signers during this application process will be considered with prospective applicants application.
- Must have gross monthly income of at least three times the amount of the monthly rent.
- The completed and signed Co-Signer agreement/ Application must be accompanied with the prospective applicants completed application to rent and guidelines.
- **Copy of a photo ID, or Driver's license is required. (Front and Back)**
- Electronic and fax signatures are legally binding.
- We may require up to 2 (two) business days to verify information on an application. If we are unable to verify information about the application within two business days the applicant may be denied.

### CO-SIGNER APPLICATION (Please Print Clearly)

**Any incomplete information or alterations made to the application/ agreement will be subject to immediate denial.**

Print name (First, Middle, Last): \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Driver's License #/ State: \_\_\_\_\_ / \_\_\_\_\_

Relation to Tenant(s): \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell/Work #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Address \_\_\_\_\_ Apt. # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employment: \_\_\_\_\_ Length of employment: \_\_\_\_\_

Employment Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Total monthly income: \$ \_\_\_\_\_

These forms must be signed, completed, and returned to Mallard Properties at 1953 Garden Avenue, Eugene, OR 97403, with the tenants' application. **I am aware that an incomplete application may cause delays or result in denial.** I further agree that any false information placed on this application shall be cause for applicant to be denied. I certify the above information is correct and complete. I hereby authorize you to make any inquiries you feel necessary to evaluate my eligibility as a Co-Signer. I understand and accept the screening criteria and fee disclosure.

Co-Signer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Mallard Properties

Any closer, you'd be in class!

1953 Garden Avenue  
Eugene, OR 97403

P: (541) 465-3825

info@mallardproperties.net

www.mallardproperties.net

## CO-SIGNER AGREEMENT (PERSONAL GUARANTY)

Landlord: MALLARD PROPERTIES Tenant(s) I'm to Co-Sign for: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Lease to be signed at a future date. The full amount of the security deposit shall be due to management immediately upon approval of tenant's application.

Tenant has applied to rent certain residential Property pursuant to a Lease upon terms in Landlord's standard form, or has entered into a Lease for the Property. The Property to be leased has not yet been selected, but will be designated on or before one year after this date, at the rental set by Landlord in the ordinary course.

To induce Landlord to enter into the Lease, I guarantee the performance by the Tenant(s) of all obligations under the Lease, including all modifications, extensions and renewals, and also 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, regardless of which Property is leased to Tenant. The liability of Co-signer is direct and may be enforced without requiring Landlord first to exercise, enforce, or exhaust any right or remedy against Tenant.

If for any reason all or any portion of the sums due under the Lease is not paid when due or the obligations of Tenant are not performed when due, I will immediately pay such sums and provide such performance to Landlord or other person or entity entitled thereto, regardless of whether Landlord or any other person or entity shall have filed action against, or taken any steps to enforce any rights against Tenant or any other person or entity to collect such sums or require such performance, regardless of any other condition or contingency. I waive all requirements of presentment, demand, protest and notice. Landlord will forward copies of notices and letters given to Tenant(s) as Landlord deems necessary, but is not required to do so.

I understand and agree that I am responsible for damages and charges including but not limited to: any and all damages to the premises, any defaults of the lease or rental agreement, resulting from loud parties, disturbance of neighbors, etc., at Tenant's rented premises, including but not limited to fines and penalties assessed by the City of Eugene under its "social host ordinance," City Code Ordinance Number 20504. [For information, see: <http://www.eugene-or.gov/documentcenter/view/10635>]

I acknowledge and agree that each rental payment for the Property must be paid in the form of a single check, cashier's check, money order, or ACH online payment even if Tenant shares the Property with other residents, and understand that co-tenants share responsibility for rents, damages and other charges arising in connection with their tenancy.

If the Lease is for a specified term, Co-signer may not terminate this guaranty before the end of the specified term. Co-signer is liable for obligations incurred by tenant prior to the effective date of the termination of this guaranty.

I acknowledge that Landlord is relying on this agreement in renting the Property to Tenant, that this continuing guaranty is material to Landlord continuing to rent to Tenant. Landlord is not responsible for miscommunication or lack thereof between tenant and co-signer.

Any action brought on this Agreement must be brought in the state court sitting in Lane County. Co-signer agrees to personal jurisdiction in such court. Co-signer agrees to pay all costs, attorney fees, and collection costs incurred by Landlord in enforcing this Agreement or collecting any fees, charges, or other amounts.

I further represent and warrant that the information given below on this form is full, complete and accurate.

Print name (First, Middle, Last): \_\_\_\_\_

Sign: \_\_\_\_\_

CO-SIGNER AGREEMENT (PERSONAL GUARANTY)

Page 2

# Mallard Properties

Any closer, you'd be in class!

1953 Garden Avenue  
Eugene, OR 97403  
P: (541) 465-3825  
info@mallardproperties.net  
www.mallardproperties.net

**Lease Agreement Fee Disclosure:** Maintenance repairs shall be billed to the tenant(s) at \$70 per hour or actual amount billed, which ever is greater for labor plus cost of parts, if necessary, repair is due to the tenant(s) or tenant(s) guests' negligence or abuse. Included but not limited to windows, doors, screens, plumbing, etc. Plumbing repairs start at \$70 per hour. Hourly rates are subject to change with no prior notice. There is a one hour minimum for maintenance calls.

**Each Tenant is responsible for all rents and other charges due under the Lease.** Tenants' security deposit may be applied to remedy any default in the performance of the terms of the Lease by Tenants (including but not limited to non-payment of rent, charges, fees, and all other sums owed by Tenant(s) and to repair damages to the Premises which are the responsibility of Tenant(s)). If such amounts exceed the security deposit, Tenants shall be responsible for all amounts in excess of the security deposit. Any monies owed by tenants may be handed over to a collection agency, small claims court or circuit court. If any funds or debts are turned over to a collection agency or attorney for collection tenant(s) remaining responsible for any excess costs, fees, and attorney fees for collection, meaning the cost incurred for the attempt to collect/collection will be at the tenant(s) expense.

**FEES PAYABLE BY TENANTS FOR EACH VIOLATION**, in addition to any other sums due under this Lease:

- Late fee, if rent is not received by midnight, end of day, on the 4<sup>th</sup> day of the rental period: **\$75.00**.
- Smoke alarm and carbon monoxide alarm tampering fee: **\$250.00**.
- Early termination fee (**if the tenant terminates before ending date**): \$ (1½ months' rent).
- Dishonored check fee: **\$35.00, plus amount charged by the bank**. If this causes rent to be later than midnight on the 4<sup>th</sup>, a \$50 late fee will be applied.
- Violation of a written pet agreement: **\$50.00**.
- Failure to clean up garbage, rubbish, pet waste or other waste: **\$50.00**.
- Parking violation or other improper use of a vehicle: **\$50.00**.
- Smoking in designated non-smoking unit or area: **\$250.00**.
- Keeping unauthorized pet on the premises: **\$250.00**.
- Late payment of utility charges owed to the landlord: **\$50.00**.
- **Professional Carpet cleaning, general house cleaning and sanitizing (not performed by tenant) will be deducted from the security deposit upon move out.**

- **Copy of a photo ID, or Driver's license is required. (Front and Back)**

**Initial(s)**