

Profiles by



PROFESSIONAL SCREENING

**AGREEMENT FOR SERVICE**  
**THERE IS A ONE-TIME SETUP FEE OF \$25.00**

Tenant Research, Inc. (TRI) shall provide \_\_\_\_\_ (Landlord) with screening services of prospective tenants for a fee of \$35 per applicant inquiry under the following conditions:

1. The Landlord will provide TRI with a signed application from the tenant applicant with appropriate information for screening and a signed statement by the applicant authorizing a background investigation. The Landlord shall use the current Metro Multifamily Housing Association rental application form or other TRI approved application form.
2. The term of this agreement shall be for one year from the date of the signing of this agreement. It shall be assumed the agreement is renewed at the end of the term unless the Landlord notifies TRI of the Landlord's intent not to renew the agreement 60 days in advance of the end of the current term.
3. The Landlord agrees to provide a **SCREENING AND SELECTION POLICY** to the applicant and have them sign it as acknowledgment that the applicant has read and understands said policy prior to submitting the application to TRI. TRI will be immediately notified of any changes to the **SCREENING AND SELECTION POLICY**. The **SCREENING AND SELECTION POLICY** shall be in compliance with ALL state and federal fair housing guidelines as well as compliance with ALL Fair Credit Reporting Act's, and shall not discriminate on the basis of race, color, religion, sex, handicap, familial status or national origin.
4. All application will be processed for a fee of \$35.00. Married couples, roommates, co-habitation couples, co-signer(s) brothers, sisters, or immediate family members who are adult (18 years or more) and sharing housing or new roommates for an established residency will be require to submit an application.
5. The Landlord agrees that the **TENANT VERIFICATION** report is **CONFIDENTIAL INFORMATION AND WILL NOT BE SHOWN TO THE APPLICANT**. Likewise, other credit information including credit reports or miscellaneous information received verbally, by facsimile or in the mail is confidential and will not be shown or conveyed to the applicant(s). Such information is subject to the **FAIR CREDIT REPORTING ACT** and requires adherence to the provisions of the Act. The **TENANT RECOMMENDATION** is not confidential and may be shared with the applicant.
6. The Landlord shall direct any inquiries from the applicant to TRI only by providing the tenant with TRI's name and phone number. Under no circumstances will the Landlord direct the applicant to other sources beyond that required by the Federal Fair Credit Reporting Reform Act of 1996 when "adverse action" is taken by the Landlord relative to the application.

- 7. TRI will provide the Landlord with an itemized monthly billing. The Landlord will pay the billing within 10 days of receipt of the billing.
- 8. The Landlord will notify TRI in writing 60 days in advance of its intent to cancel service.
- 9. TRI will notify Landlord in writing 60 days in advance of any increase in the processing fee.
- 10. The Landlord recognizes that TRI will be relying on data maintained by government agencies, courts and private businesses. Landlord understands and agrees that TRI is not responsible for the accuracy and completeness of such data. Landlord agrees to hold TRI harmless from and against all costs and liabilities (including but not limited to attorneys' fees on any trial or appeal) resulting from any error which is not caused by TRI's gross negligence in compiling and presenting the data. TRI's liability shall be limited to the amount of the screening fee.
- 11. Landlord further agrees to indemnify and hold TRI harmless from and against any and all costs and liabilities (including but not limited to attorneys' fees on any trial or appeal) incurred by TRI due to Landlords misuse of the tenant information provided by TRI pursuant to this Agreement, or Landlord's violation of any of the terms of this Agreement or otherwise.
- 12. To the maximum extent permitted by applicable law, in no event shall TRI be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of property, business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the background information and recommendation provided by TRI.
- 13. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified.

AGREED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TENANT RESEARCH, INC.

LANDLORD SIGNATURE: \_\_\_\_\_

By: \_\_\_\_\_

Full Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

TAX ID # \_\_\_\_\_

Bill to address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

### SCREENING AND SELECTION POLICY

As part of the application process, \_\_\_\_\_(Landlord) may obtain an Investigative Consumer Report, which may include information on your character, general reputation, personal characteristics and mode of living.

You have a right to request a written summary of your rights under the Federal Fair Credit Act as well as a complete and accurate disclosure of the nature and scope of the investigation requested. The request should be made to the landlord or credit reporting firm listed on the application.

Landlord is in total compliance with State and Federal Fair Housing Guidelines. No person(s) shall be discriminated against on the basis of race, color, sex, handicap, familial status, national origin, marital status or sexual orientation. Our goal is to be consistent and apply all of our criteria and regulations equally to all applicants.

#### Occupancy Standards

Apartment Size	Maximum Occupancy
Studio	3 persons
One bedroom	3 persons
Two bedrooms	5 persons
Three bedrooms	5 persons

#### Applicant Screening and Selection Process

All persons, 18 years or older, who will be occupying the unit are required to complete a separate rental application form. Each applicant must sign the separate rental application form and applicant screening consent form. The screening investigation will be conducted at the expense of each applicant. The screening fee is non-refundable regardless of approval or denial.

All applicants shall be jointly and severally liable for the rental contract. Applicants must be legally able to enter into a binding contract, rental or lease agreement. Applicants are required to provide two pieces of verifiable picture identification.

Applicants will be processed in order of time received. The first applicant to qualify shall be entitled to rent the unit.

The application must be completely filled out. Incomplete applications will result in denial of application.

Upon receipt of the screening results, Landlord will apply the following standard criteria for APPROVAL:

- I. Credit History
  1. A good credit history is required for approval.
  2. A debt to income ratio of no more than 30% is required.
  3. Good references, lack of debt, a good rental history can offset the lack of a credit history (but not a bad credit history) if all other requirements are met.

**II. Rental History**

1. Current and previous verifiable landlord references with telephone numbers shall be listed on the rental application for a minimum of 24 months. The applicant's name must have been on the rental or lease agreement to qualify as a reference.
2. Previous long-term home ownership may be substituted for rental history. Mortgage lenders and/or land sales contract persons will be listed for homeowners.
3. Three **(3)** attempts will be made to contact and verify references.
4. A positive, good reference from current and previous landlords is required. **Failure to provide correct, verifiable references will result in denial of the application.**
5. Good references, good credit and lack of debt can be used to offset the lack of a rental history (but not bad rental references) if all other requirements are met.

**III. Employment History and Income**

1. Employment must be verifiable for a period of one (1) year. Less than one year with related employment is acceptable (e.g. two jobs of the same type.) Income must be verifiable through employer contact. Verification by current pay stub(s), or tax records will be required when not available from employers.
2. Net income shall be **3 times the rent**. If all other screening factors are satisfactory, net income that is 90% of 3 time's rent will be acceptable.
3. Applicants who are retired, on disability, or other forms of regular and steady income will be required to provide verification that income is 3 times rent.

On marginal cases of unacceptable credit history, rental history, employment history, or income level Landlord accepts additional funds, and/or the addition of an approved co-signer.

The "Additional Funds," and/or "Co-signer" additions apply in the following circumstances:

1. An applicant with past credit problems, but who shows current credit worthiness with a good rental history and adequate income.
2. An applicant, who is new to the area, recently graduated from school, or has recently returned to the work force so that current employment is less than one year, but whose rental and credit history is good and whose income is adequate.
3. An applicant who has been living at his/her parents home and does not have a rental history, but whose credit, employment and income levels meet all of the requirements.
4. An applicant who does not have 3 times the rent in income, but who otherwise meets the employment and credit criteria.
5. Students and persons planning to become students who do not have income as required will be required to have a qualified co-signer.

**NOTE:** Co-signers must fill out an application, meet all the requirements of a tenant, and have a background investigation run for which a non-refundable fee must be paid.

**Additional deposits may be required with out of state co-signers.**

**Failure to meet any of the above criteria shall result in denial of the application. In addition, any of the following shall result in DENIAL:**

1. **Upon receipt of the rental application and screening fee, TRI will conduct a search of public records to determine whether the applicant or any proposed tenant has been convicted of, pled guilty or no contest to, any crime. Records reported to the owner will relate to crimes where the date of disposition, release, or parole, occur within the seven years prior to the application. A conviction, guilty pleas, or no contest plea for:**
  - a) **any felony involving serious injury, death, rape, sex crime and/or child sex crime, extensive property damage or drug related offenses (sale, manufacture, delivery or possession with intent to sell) where the date of disposition, release, or parole have occurred within the last 7 years;**
  - b) **any other felony, or any misdemeanor involving: arson, assault, intimidation, sex crimes, drug related offenses (sale, manufacture, delivery or possession with intent to sell) or weapons charges where the date of disposition, release, or parole have occurred within the last 3 years; or**
  - c) **any misdemeanor involving theft, dishonesty, prostitution, obscenity and related violations (ORS 167.060 through 167.100) where the date of disposition, release, or parole have occurred within the last 18 months shall be grounds for denial of the rental application. Pending charges for any of the above will result in suspension of the application process until the charges are resolved. Upon resolution, if an appropriate unit is still available, the processing of the application will be completed. No unit will be held awaiting resolution of pending charges.**
2. **Any applicant with a recorded recent FED, which the landlord won, Unlawful Detainer, or a pattern of significant collections, judgements, or liens.**
3. **Any information provided that is materially inaccurate or falsified. Subsequent determination of falsified information shall result in termination of tenancy.**
4. **Any applicant with a history of violence, abuse or harassment.**
5. **Any individual who may constitute a direct threat to the health and safety of an individual, or whose tenancy may pose a threat to the complex, or the property of others, will be denied.**

**I/We have read and understand this Screening and Selection Policy and authorize Tenant Research, Inc. to contact present and previous landlords, employers, credit references, any credit reporting agency and make an inquires it deems necessary to evaluate my/our tenancy. I/We understand incomplete or falsified information will be grounds for denial of the application or eviction from the premises. I/We certify that to the best of my/our knowledge all statements are true and complete.**

**Applicant's Name: \_\_\_\_\_ Co-applicant's Name: \_\_\_\_\_**

**Signature: \_\_\_\_\_ Signature: \_\_\_\_\_**

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