

**NOTICE TO APPLICANTS FOR TENANCY**  
**and PERMISSION TO OBTAIN BACKGROUND INFORMATION**

Pursuant to Oregon Revised Statute 90.295 (3), Chetco River Resort, LLC (hereinafter the "Landlord") hereby notifies you of the following information:

1. We have adopted written screening or admission criteria;
2. This is to provide you with the following information:
  - (a) The amount of the applicant screening charge is per person/applicant, and is not refundable under any circumstances except as required by law. Please see the application for the current per applicant fee amount. Screening charge must be in the form of a cashier's check or money order made payable to Bemrose Consulting, Inc.
  - (b) Landlord's screening or admission criteria are as follows: they are in conformance with state and federal law and relate to pets, the number of occupants, rental history,\* criminal records and history,\* credit reports, credit references and incomes or resources of the applicant; employment history and references; rental references; and your willingness to, if approved, sign the Landlord's form of rental agreement and Landlord Rules.
3. The process that the Landlord typically will follow in processing your application for tenancy is to use a tenant screening company, obtain and review credit reports, obtain and review public records, obtain and review criminal records,\* rental history/records,\* information obtained from contacting existing and former employers, information obtained from contact existing or former landlords,\* and to make use of all other references which may have any bearing whatsoever upon the information referenced in your application. If Landlord has first-hand or other reliable information about your conduct, this also may be used in making a final decision regardless of screening company results;
4. Additional Information About our Screening Requirements:\*\*
  - (a) We DO require all applicants for tenancy to have take home pay which is at least three (3) times the base rent amount.
  - (b) We require that you have worked at least 12 months at your current place of employment in good standing;
  - (c) We DO require a minimum credit score for all applicants. If we do, the minimum is 700.

\* As to criminal records, the landlord will not consider a previous arrest of the applicant if the arrest did not result in a conviction. However, this does not apply if the arrest has resulted in charges for criminal behavior involving (a) a drug related crime; (b) a person crime; (c) a sex offense; (d) a crime involving financial fraud, including identity theft and forgery or (e) any other crime if the conduct for which the applicant was convicted or charges is of a nature that would adversely affect: (A) property of the landlord or a tenant; or (B) the health, safety or right to peaceful enjoyment of the premises by residents, the landlord or the landlord's agent. When evaluating rental history, the landlord will not consider an action to recover possession against the applicant if the action (a) was dismissed or resulted in a general judgment for the applicant before the applicant submits the application; however, this does not apply if the action has not resulted in a dismissal or general judgment at the time the applicant submits the application; or (b) resulted in a general judgment against the applicant that was entered five or more years before the applicant submits the application.

\*\* These requirements do not apply to temporary occupants.

5. You have the right to dispute the accuracy of any information provided to the Landlord by a screening company or credit reporting agency;
6. This is to give you actual notice of an estimate, made to the best of our ability at this time, of the approximate number of rental units of the type, and in the area sought by (or reasonably sought by) you that are, or within a reasonable future time will be, available to rent from us. This estimate does include the approximate number of applications previously accepted and remaining under consideration for those units.

This information is as follows:

- A. This application is for the specific space number upon which the park model you are attempting to purchase sits.
  - B. The approximate number of applications which have been previously accepted and remain under consideration for these units are as follows: None if your offer has been accepted.
7. Pursuant to ORS 90.302, the following is a written list of all deposits, fees and rent that are charged by the Landlord:

A. Deposits:

Security deposit:           \$ none  
Prepaid Rent deposit:       \$ none

B. Fees:

The Landlord charges the following fees:

New account set up fee:

\$1,500.00 or 1.5% of the gross sales price whichever is greater.

Late fee:

The late fee currently charged by Landlord is \$75.00 per month if rent not received on or before the 5<sup>th</sup> day of the month for which rent is due.

**PLEASE NOTE THAT LATE FEES MAY BE MODIFIED OR CHANGED DURING THE COURSE OF YOUR TENANCY, AS AUTHORIZED BY LAW.**

C. Base rent:

The base rent currently charged by Landlord is \$869.00, per month off water; \$987.00 per month water front. This rent may be increased as permitted by Oregon law during the term of your tenancy or as otherwise provided by the rental agreement.

D. Additional Fees: A fee of \$50 per instance shall be imposed for any of the following:

- i. Late payment of any utility or service charge that the tenant owes Landlord; n/a – any utility not included in the rental agreement is the sole responsibility of the tenant.
- ii. Tenant's failure to clean up pet waste from premises;

- iii. Tenant's failure to clean up garbage, rubbish or other waste from premises;
- iv. Any parking violation by the tenant; and
- v. Any improper use of a vehicle within or on the premises.

With respect to the apartment or units owned and rented out by Landlord, Landlord further charges a fee for each instance of removal or tampering with a properly functioning smoke alarm, smoke detector or carbon monoxide alarm, as provided in ORS 90.325 (2). The Landlord's fee is \$249 per violation, unless the State Fire Marshal assesses the tenant a civil penalty for the conduct under ORS 479.990 or under ORS 105.836 to 105.842 and 476.725. **N/A Landlord is only renting the premises which is the space that the park model occupies.**

**The landlord charges the following additional fees:**

- i. For the tenant's abandonment or relinquishment of a dwelling unit, or otherwise repudiating a fixed term tenancy without cause. This fee shall be in the sum of one and one half times (150%) the then-current monthly base rent. However, no fee shall be assessed for abandonment or relinquishment pursuant to ORS 90.453 (2), 90.472 or 90.475.
- ii. Landlord also charges a fee for a second noncompliance (or for subsequent noncompliance) with written rules or policies that describe the prohibited conduct and the fee for a second noncompliance, and for any third or subsequent noncompliance, that occurs within one (1) year after a written warning notice described has been given. This fee may not exceed \$50 for the second noncompliance within one (1) year after the warning notice for the same or a similar noncompliance, or \$50 plus five (5) percent of the base rent payment for the current rental period for a third or subsequent noncompliance within one (1) year after the warning notice for the same or a similar noncompliance. Fees under this section shall be assessed for the following types of noncompliance:
  - (a) The late payment of a utility or service charge that the Tenant owes the Landlord as described in ORS 90.315;
  - (b) Failure to clean up pet waste from a part of the premises other than the dwelling unit;
  - (c) Failure to clean up garbage, rubbish and other waste from a part of the premises other than the dwelling unit;
  - (d) Parking violations;
  - (e) The improper use of vehicles within the premises;
  - (f) Smoking in a clearly designated non-smoking unit or area of the premises; or
  - (g) Keeping on the premises an unauthorized pet capable of causing damage to persons or property, as described in ORS 90.405.

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

By:   
Manager for Chetco River Resort, LLC

**I ACKNOWLEDGE RECEIPT OF THE FOREGOING SCREENING FEE DISCLOSURE. I HEREBY GIVE LANDLORD PERMISSION TO OBTAIN ALL NECESSARY BACKGROUND REPORTS FOR ME, INCLUDING BUT NOT LIMITED TO CRIMINAL, CREDIT AND EVICTION HISTORY. I AGREE TO SIGN ANY ADDITIONAL DOCUMENTS REASONABLY REQUIRED FOR THE LANDLORD TO OBTAIN ALL REQUIRED BACKGROUND REPORTS.**

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

Printed name: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

Forms/Applicant Screening Fee Notice Form