

### **Terms of Agreement**

By submitting this electronic application, you declare that all your statements in this application are true and complete. You authorize Tricon American Homes, its owners, agents, representatives, and/or affiliates, ("Tricon American Homes" or "Tricon") to verify this information through any and all legal means, including any consumer or criminal record, reporting agencies, personal and professional references, employers and other rental housing owners. If you fail to answer any question or give false information, Tricon may reject your application, retain all application fees and deposits as liquidated damages for its time and expense, and terminate your right of occupancy. You further authorize Tricon American Homes to obtain from any law enforcement agency, present or past employer or supervisor, landlord, finance bureau/office, credit bureau, collection agency, college, university or other institute of learning or certification, private business, military branch or the national personnel records center, personal reference, and/or other persons, and authorize the same to give records or information that they may have concerning your criminal history, motor vehicle history, earnings history, credit history, character, employment records, record of attendance and earned degrees or certificates, or any other information requested, whether the said records are private or public, and including those which may be deemed to be privileged or confidential in nature; and you irrevocably and unconditionally release all such persons, including any named or unnamed informant, from any liability resulting from the furnishing of this information. You also acknowledge that our privacy policy is available to you.

### **Security Deposit Agreement**

Applicant understands that once this Agreement is submitted by Applicant and such application is approved, and if a security deposit is received by Tricon, the premises will be removed from the rental market and reserved for Applicant, and other potential applicants will be turned away. Note that a binding Lease Agreement will be subject to Tricon's acceptance of Applicant's application, and subject to Tricon and Applicant entering into a separate Rental/Lease Agreement.

**Applicant's Failure to Enter into Lease Agreement.** If Applicant, after approval, chooses to revoke the application, Tricon will retain the application fees.

**Qualification Criteria:** the following is an overview of the qualification criteria for Tricon American Homes' rental terms and conditions.

**Who must apply?** – All occupants must be included on the application. Applicants who are 18 years of age or older must complete an application and meet our screening criteria. In the event an Applicant who is 18 years of age or older is considered an adult dependent, such Applicant must have his or her legal guardian complete and submit the application on his or her behalf.

Persons considered to be an adult under applicable law may apply if under 18 years of age. Persons must have the ability to execute a contract under applicable law.

**Occupancy Guidelines** – The home may be occupied with the below general occupancy standards applied based on two (2) persons per bedroom, plus one. Some areas will have local laws which apply to occupancy limits. In this case, Tricon shall defer to such local laws to follow occupancy guidelines.

Number of Bedrooms	Number of Occupants
One Bedroom	Three Persons
Two Bedrooms	Five Persons
Three Bedrooms	Seven Persons
Four Bedrooms	Nine Persons
Five Bedrooms	Eleven Persons

**Application Consideration** – All applications will be reviewed and a consumer credit report, public record search and/or an investigative consumer report, that discloses the Applicant's character, general reputation, personal characteristics and mode of living, will be obtained and a copy of such report provided to the Applicant if requested. Credit status, background history, landlord reference and income verification and visual inspection of the inside of the home are some of the factors considered in the approval of an application.

**Application Information** – We require the following documentation and/or activities as part of the application process: (1) Completed online Applicant screening application; (2) \$45 application fee per Applicant; (3) two (2) years of verifiable rental history; (4) income verification; and (5) one (1) form of government issued identification (i.e. Driver License, State Issued ID Card, Social Security Card, Resident Alien Card, Official Passport Book).

The first applicant(s) has 24 hours to submit the aforementioned documents. If all required documents are not submitted within 24 hours, the application will be canceled. Once these items have been collected, Tricon American Homes shall proceed with the application process. Each Applicant to complete such requirements thereafter will be processed in the order in which he/she submits the aforementioned documents. Tricon may request additional documents and/or information on a case by case basis.

**Credit Report** – A credit report will be automatically processed for all Applicants. Details including, but not limited to, verified credit and rental history will be entered into a scoring model to determine eligibility and security deposit requirements. Lack of credit history may result in an increased security deposit.

**Rental History** – Tricon American Homes takes into consideration the Applicant's positive rental history (as defined below) for the prior two (2) years in approving or deny their application. Late payments, NSF's, collections, and write offs may negatively impact Applicant's eligibility. Written verification from the Applicant's current landlord and/or previous landlord may be required. Positive rental history of less than two (2) years may be conditionally approved with a security deposit equal to 1.5 months' worth of rent.

**Positive Rental History** - means that an Applicant has a history of consistently paying his/her rent on time and has no documented reports of damage or destruction to prior residences. Positive rental history includes, but is not limited to:

- A. Maintaining a credit report with no major blemishes;
- B. Consistently paying one's bills on time;
- C. No large outstanding debts or other issues that would cause one's credit score to plummet;
- D. No evictions;
- E. No criminal record; and
- F. No documented reports of damage or destruction to prior residences.

**Negative Rental History** - Applicants with negative rental history may not be accepted. Negative rental history is considered but not limited to:

- A. More than two (2) late bills and/or rental payments in a 12-month period;
- B. More than one (1) occurrence of non-sufficient funds in a 12-month period;
- C. More than one (1) service of a Notice to Pay Rent (or similar notice pursuant to the home's location) in a 12-month period;
- D. Unauthorized occupants or pet;
- E. Documented complaints for lease violations or damage to the premise;
- F. Housekeeping issues, pest infestations or bed bugs;
- G. Outstanding charges/damages owed to a landlord; and/or
- H. Unlawful detainer or eviction within the last 3 years

If the eviction occurred within the last 3-5 years, the Applicant may be considered with an increased security deposit.

**Bankruptcy** – Tricon American Homes will take into consideration whether an Applicant has had a past bankruptcy or currently has an open bankruptcy in determining its approval or rejection of their application.

**Income** – The household income of all Applicant(s) must have a minimum combined gross income of three (3) times the monthly rent. Income must be lawful, and the sources of income must be verified to the satisfaction of Tricon American Homes.

EXAMPLE\*

Monthly Rent = \$1,200.00

Combined Monthly Gross Household Income = \$3,600.00

**Acceptable Documents for Income Verification:** the following categories are organized based on the applicable documents Applicants must submit in order to complete the application process.

**Employment** – Such Applicant(s) must provide pay stubs that are current and consecutive for the prior thirty (30) days. If an Applicant's new employment is to begin shortly, he/she must provide a "letter of intent" to hire, signed and dated from the employer.

**Military** – Such Applicant(s) must provide TRICON with their most recent Leave and Earnings Statement.

**Self-Employment** – Such Applicant(s) must provide the previous year's income tax return and the previous two month's bank statements, or twelve months of financial statements to be reviewed at Tricon's discretion. Seasonal employment must be verified by providing the prior year's tax return.

**Unemployment, Social Security, Retirement** – Such Applicant(s) must provide the most recent statement from the source of the income. As an alternative, Applicant(s) must also provide the previous year’s income tax return and the previous two month’s bank statements, or twelve months of financial statements.

**Child Support, Alimony** – Such Applicant(s) must provide the most recent award letter. The award letter must indicate the dates and frequency of payment.

**Student Financial Aid** – Such Applicant(s) who received financial aid as a student must provide the Financial Aid Award Letter, I-20 or Loan Documents.

**Undocumented Income** – Applicant must provide documentation of the source of income. Tricon American Homes may deny any application that in its view does not adequately substantiate the source of income. Tricon American Homes also may require further income source verification; however, it still may deny any application that that in its view has not adequately substantiated the source of income.

**Criminal History** – Tricon may consider whether an Applicant has been convicted of fraud, theft, possession and/or distribution of controlled substances, assault, battery and/or other violent crime, misdemeanor, and/or for other convictions of illegal activity in determining its approval or rejection of such Applicant’s application.

**Additional Information and Requirements:**

**Pets and Animals** - Pets are allowed unless your city or county ordinance has breed restrictions. The following dog breeds and types, whether full or mixed, are prohibited: American Pit Bull Terrier, American Staffordshire Terrier, Bull Mastiff, Chow, Doberman, Pit Bull, Presa Canario, Rottweiler, Wolf, Wolf hybrids, any combination mix of the foregoing breeds, and any other breed or type that Landlord deems to have similar characteristics.

No more than two (2) animals are allowed per home. The animal fee required will be based on the number of animals. Aquariums will be allowed with a 20-gallon maximum only with proof of insurance for the entire term of the lease. A pet fee of \$300 for the first pet and \$200 for the second pet, and \$35 per month per pet in pet rent will be assessed.

Service animals assisting residents and guests with disabilities are always permitted.

**Renter’s Insurance Requirement** – Applicants are required to carry a minimum of \$100,000 Property Loss and Personal Liability Insurance coverage. In addition, we require that you identify Tricon as “Additionally Insured” (or similar language as may be available) on the renter’s liability insurance policy.

**Move-in Fund/Requirements** – The amount of the funds due at move-in must be paid by cashier’s check or money order. Two separate cashier’s checks or money orders are required for the rent and any deposits due. A copy of government issued photo identification must be provided at move-in to verify identity. Upon approval of the Application and satisfaction of all conditions herein, Applicants will complete a move-in orientation of the home advance of the move-in date, with a Tricon American Homes’ representative, to review the condition upon move-in. The Tricon American Homes representative will also show the Applicant(s) how to properly operate and maintain the home.

**Application Does Not Create a Lease** - This application, even if accepted, shall under no circumstances be considered a lease agreement, or an offer to lease, between Applicant and Tricon. No lease shall exist between Applicant and Tricon unless and until the parties enter into a formal Lease Agreement and Applicant pays all required fees, deposits and advance rent and satisfies all conditions and requirements herein and pursuant to such Lease.

**Commitment to Equal Housing** - Tricon American Homes complies with all applicable state and federal fair housing laws, including, without limitation, the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended), for the achievement of equal housing opportunities for all rental applicants and tenants throughout each of the states in which we operate. We encourage, foster and support an affirmative advertising, marketing and rental program in which there are no barriers to obtaining or enjoying housing because of race, color, religion, sex, handicap (disability), familial status, national origin or any other class of persons recognized under any applicable federal, state or local laws, rules or regulations. In addition, it is our policy to make reasonable accommodations for persons with disabilities in accordance with applicable fair housing laws.

**Notification of Approval or Rejection of Application** – Tricon will notify Applicant of its approval or rejection of the application and provide a reason for such approval or rejection.

**Conditional Approvals** – Applicants approved with conditions will be required to pay an additional security deposit as determined by management and allowed by law.

**Falsification of Application** - Any falsification in Applicant's paperwork will result in the automatic denial of Application. In the event that an Applicant falsifies his/her paperwork, Tricon has the right to retain all application deposits and fees paid to apply towards liquidated damages. Falsification of application is also grounds to terminate the Lease regardless of when the falsification is discovered.

**Approved Applicants** – Approved Applicants are required to execute a Lease Agreement and submit the full security deposit within 48 hours after approval of the Lease<sup>1</sup>. The Lease start date must be within 14 days after approval.

<sup>1</sup> This requirement is applicable to all Approved Applicants, even if they have not seen the inside of the home

## ELECTRONIC COMMUNICATION AGREEMENT

**ELECTRONIC SIGNATURE:** By electronically signing this Agreement, you agree that your Electronic Signature (“Electronic Signature”) is the legally binding equivalent to your handwritten signature. Whenever and wherever you execute your Electronic Signature, it has the same validity and meaning as your handwritten signature. You will not, at any time in the future, repudiate the meaning of your Electronic Signature or claim that your Electronic Signature is not legally binding. You further agree that no certification authority or third party verification is necessary to validate your Electronic Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contracting between you and TRICON.

You understand that you have the option of receiving statements, records, disclosures, newsletters, and other communications (collectively “records”) from TRICON on paper or otherwise in non-electronic format. However, you prefer to receive all records electronically, to use your Electronic Signature where feasible and to generally conduct paperless business with TRICON.

You understand that you have the right to withdraw consent to receive records electronically and you may receive records in paper format. You understand that TRICON may choose to send you records in paper format regardless of this Agreement. If you withdraw consent or request a paper copy of an electronic record, you understand that TRICON may elect to charge you fees. You understand that your consent may be withdrawn through electronic means by sending an Electronic mail message (“email”) with your name and mailing address to [info@triconah.com](mailto:info@triconah.com) or by calling 1-844-TRICON1. You may also use these means to obtain a paper copy of an electronic record. You understand that it shall be your responsibility to continuously update TRICON with your contact information, but particularly if you switch from electronic to paper statements.

All records transmitted electronically are deemed to be valid and authentic and you agree that they will be given the same legal effect as written and signed paper records.

You understand that by consenting to receive electronic records, you are consenting to do so relating to all records sent by TRICON now or in the future, unless you cancel this authorization via the means described above. This consent is broad and applies to all categories of transactions you will conduct with TRICON.

The following is the minimum hardware and software requirements for access to and retention of electronic records, and you affirmatively state that you have the ability to meet these requirements in order to view electronic records:

Windows Minimum Requirements: Windows XP or newer

- Minimum 512 MB RAM
- Pentium Processor
- Internet Explorer 6 or newer
- Internet Connection

Mac Minimum Requirements

- Mac OS X
- 128 MB RAM Minimum
- Safari Browser
- Internet Connection

You understand that from time to time there may be additional hardware or software requirements necessary to receive electronic records from TRICON and that you will be responsible for informing TRICON if you are unable to access your records electronically.

You agree that TRICON has no liability to you whatsoever for any loss, claim, or damages arising or in any way related to your responses to any electronic records, upon which TRICON has in good faith relied. At all times, you maintain the sole obligation to ensure that you are capable of receiving electronic communications and access to them on a regular and diligent basis.

I have read the foregoing and affirmatively consent to receiving electronic records from TRICON. I understand that if I change my

email address or any other contact information, it is my responsibility to update TRICON. I confirm that I have the ability to access all such records in an electronic format and have chosen to do so on behalf of all joint owners on this account, if any.

*Updated: May 25, 2018*