

## CREDIT REPORT SERVICE AGREEMENT

Mr.Landlord.com Subscriber, \_\_\_\_\_, declares, certifies and agrees as follows:

1. Member is an "end user" of credit data and uses such data for the permissible purposes stated in this agreement. Member will certify the purpose for which each credit report is requested at the time of the inquiry. Each request for employment purposes will be so designated at the time of the request and a separate service agreement must be completed for certifications of compliance with the Fair Credit Reporting Act (FCRA). Member will neither resell nor distribute credit data obtained from AOA, Trans Union (TU), Experian (XPN), and/or any of its Affiliates, to any third party. Member is aware that to do so would violate AOA's, TU's, XPN's, and/or any of its Affiliate's company policy and certain provisions of state and federal law. Member understands that information provided will be maintained in a secure file, be held strictly confidential and not sold or supplied to any third parties or affiliates. Member shall receive and maintain all credit data in strict confidence and will not reveal its contents to the consumer unless compelled by law. Member further agrees to only use Consumer Report for a one-time use.
2. Member's rental application contains the consumer's signature clearly and conspicuously authorizing member to obtain a credit report and states the address of the rental property. Member is also aware that pursuant to the Fair Credit Reporting Act (FCRA) a fine under Title 1 and/or imprisonment not more than two years or both may result from requesting a consumer credit report under false pretenses and/or a \$2,500 fine pursuant to state law for each violation.
3. Member and member's employees will not access consumer credit data on themselves, friends and/or family members.
4. Member will maintain adequate security with reference to access and use of membership numbers, subscriber codes, security passwords, consumer data and remote computer access capabilities to prevent unauthorized use and ensure confidentiality.
5. Member agrees to defend and hold AOA's, TU's, XPN's, and/or their Affiliate's, their employees and agents, harmless on account of any expense or damage arising out of Member's or Member's employees or agent's breach of any of the terms herein or violation of any law applicable hereto.
6. Member agrees that an on-site inspection may be made of member's place of operation to help verify compliance with this agreement. Member recognizes that information is secured by and through fallible human sources and that for the fee charged AOA's, TU's, XPN's, and/or any of its Affiliate's cannot be an insurer of the accuracy of the information. Member understands that the accuracy of the information furnished by said providers is not guaranteed and Member releases said providers and their employees, agents and independent contractors from liability for any loss or expense suffered as a result of any inaccuracies, errors or omissions in said information.
8. Member agrees that upon request from AOA, member will supply to AOA qualifying documents to verify ownership and/or management of rental units, etc., as required by AOA's, TU's, XPN's, and/or any of its Affiliate's. Member will preserve all applications and other consumer documents for three (3) years from the date of the inquiry whether the application is accepted or rejected. Member will make all said documents available to AOA. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms or default in anyway of your credit obligations to AOA. Member expressly authorizes AOA (including a collection agency) to obtain a consumer credit report, which AOA *may* use for the processing of membership application and/or for debt collections. With just cause, such as payment delinquency or violation of the terms of this contract or a legal requirement, AOA may, upon its election, discontinue all membership services to Member and cancel this Agreement immediately.

Member operates as:  Management Company  Apartment Rental Corporation  Individual Owner/Landlord

Total number of **properties** member owns/manages \_\_\_\_\_ Total number of rental **units**. \_\_\_\_\_

Member has been in the rental business for \_\_\_\_\_ years. Member operates from a  Commercial Property  Residence **located at:**

\_\_\_\_\_  
Street Address City State Zip

State **ALL** specific purposes for which the credit information will be used: \_\_\_\_\_

Print Full Name: \_\_\_\_\_ User ID/Password: \_\_\_\_\_

Signature: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Tax ID or Social Security No.: \_\_\_\_\_

# FCRA REQUIREMENTS

## Federal Fair Credit Reporting Act (FCRA-Public Law 91-508)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement of users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

AOA strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

I acknowledge receipt and understanding of this document.

**Please send me the FCRA requirements by mail.**

(You can also view them on the Federal Trade Commission's website at [www.ftc.gov](http://www.ftc.gov))

\_\_\_\_\_  
Signature

\_\_\_\_\_  
User # (to be assigned)

\_\_\_\_\_  
Date