



# Rental Services, Inc.

10050 Ralston Road, Suite #7

Arvada, CO 80004

(303) 420-1212 (800) 628-6414 FAX (303) 420-1477 FAX (800) 296-9902

## Membership Application

Account Name

Contact Name Title

Address

E-mail Address

City State Zip

Phone Number

Billing Address State Zip

Fax Number

City State Zip

Company Web Address

Is your company a:  Corporation  Limited Partnership  Sole Proprietorship  Other (describe) \_\_\_\_\_

Business location is:  Residential Address  Business Address

How will credit information be used? \_\_\_\_\_

How long have you been in business? \_\_\_\_\_

Number of employees? \_\_\_\_\_

Authorized Users: \_\_\_\_\_

Would you like your results reported via:  Fax  Mail  Website

**NOTE: A copy of your driver's license must accompany this application.**

Please list all rental properties owned or managed. (If contact information is different from the above please include contact name and phone number.)

<u>Rental Property Address</u>	<u>City/State/Zip</u>	<u>Number of Unit</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Rental Services, Inc. is in the business of assisting property owners, property managers, and licensed real estate brokers in the screening of potential residents for their rental properties. Credit reports are furnished to individuals or companies only for those purposes as stated in the Fair Credit Reporting Act. By law, you must have a permissible purpose to order a credit report, as stated in Section 604 of the Fair Credit Reporting Act. You may not run a credit report on yourself.

I hereby certify that I own or manage the above properties. Credit reports obtained under this agreement are to be used for tenant screening purposes only. I understand that credit reports are regulated by state and federal law. I have read, understand, and will comply with all provisions of the Federal Fair Credit Reporting Act and the Access Security Requirements. I certify that I am the end user and will not resell or distribute credit reports obtained through Rental Services Inc. I also agree to obtain written consent from the applicant to run a credit report.

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



## Federal Fair Credit Reporting Act And Access Security Requirements

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### FCRA Information:

Rental Services, Inc. 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. We suggest that you and your employees become familiar with the following sections in particular:

604	Permissible Purposes of Reports
615	Requirements on users of consumer reports
616	Civil liability for willful noncompliance
617	Civil liability for negligent noncompliance
619	Obtaining information under false pretenses

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, and have on record at all times, a signed authorization from your applicant, to receive credit information.

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

### Access Security Requirements

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security.

In accessing the credit reporting agency's services, you agree to follow these security requirements:

#### 1. Implement Strong Access Control Measures

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the credit reporting agency will ever contact you and request your Subscriber Code number or password.

- 1.2 Proprietary or third party system access software must have credit reporting agency Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - any system access software is replaced by system access software or is no longer used;
  - the hardware on which the software resides is upgraded, changed or disposed of
- 1.4 Protect credit reporting agency Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
  - 1.7 Keep user passwords Confidential.
  - 1.8 Develop strong passwords that are:
    - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
    - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

**2. Maintain a Vulnerability Management Program**

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

### **3. Protect Data**

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

### **4. Maintain an Information Security Policy**

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

### **5. Build and Maintain a Secure Network**

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

### **6. Regularly Monitor and Test Networks**

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems

and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:

- protecting against intrusions;
- securing the computer systems and network devices;
- and protecting against intrusions of operating systems or software.

**Record Retention:** *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

*“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”*

I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my privilege may be terminated.

I have read and understand the "FCRA Requirements" notice and Rental Services, Inc. "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that I will use the Credit information for no other purpose other than what is stated in the Information Use section on the membership application.

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



# Rental Services, Inc.

(303) 420-1212 (800) 628-6414 FAX (303) 420-1477 FAX (800) 296-9902  
Service Agreement

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This Client Service Agreement by and between Rental Services, Inc. (herein “RSI”), a consumer Reporting Agency as defined in §603(f) of the federal Fair Credit Reporting Act found at 15 U.S.C. § 1681 et seq. (herein: “FCRA”), and herein: “Client”) with its principal place of business as indicated herein ABOVE. The parties hereby agree:

## Recitals

- A. Customer owns or manages residential rental housing and leases such housing to individuals and/or to business-purpose clients (“business-purpose clients” are businesses obtaining housing for their employees and/or clients). Customer desires that RSI assist Customer in evaluating the ability of prospective tenants, including business-purpose clients if requested by Customer (collectively, “Applicants”), and existing tenants, including business-purpose clients if requested by Customer (collectively, “Tenants”), to meet rental requirements.
- B. RSI desires to act as Customer’s agent for the sole purposes of obtaining credit reports on Applicants and evaluating the ability of Applicants to meet rental requirements, and of obtaining credit reports on Tenants and in evaluating the continuing ability of Tenants to meet lease payment obligations, each on the terms provided in this Agreement.

Therefore, in consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, RSI and Customer agree as follows:

## Agreement

**1. The Services.** Subject to the terms of this Agreement, RSI will provide to Customer the following services (the “Services”):

- (a) Applicant and Tenant Reviews.
- (i) Using Applicant information provided to RSI by Customer (“Applicant Information”), RSI will obtain credit reports relating to each Applicant and RSI will evaluate the credit reports through the use of greater less then scoring models (“Applicant Reviews”).
- (ii) Using Tenant information provided to RSI by Customer (“Tenant Information”), RSI will obtain credit reports relating to each Tenant and RSI will evaluate the credit reports through the use of greater less then scoring model (“Tenant Reviews”).
- (iii) Based on the results of Applicant Reviews and Tenant Reviews, RSI will provide to Customer a Recommendation with respect to the Applicant or Tenant, as applicable.
- (b) Credit Reports. Upon Customer’s request if qualified, and except as may otherwise be prohibited by law, RSI will provide a copy of any credit report concerning an Applicant or Tenant that RSI obtained

from a credit reporting agency or similar reporting service in the course of providing an Applicant Review or Tenant Review with respect to such Applicant or Tenant.

(c) **Web Site Access.** RSI will provide Customer with access to RSI's web site (the "RSI Site") so that Customer may, by accessing the RSI Site, (i) initiate Applicant Reviews and Tenant Reviews and (ii) obtain or review RSI's Recommendations to Customer. RSI will assign one or more passwords and user names to Customer for use in accessing the RSI Site.

(d) **Defined Terms in this Agreement.** For all purposes in this Agreement, each capitalized term shall have the meaning first given such term in this Agreement. In addition, the following definitions shall apply throughout this Agreement: the term "Recommendation" refers to the recommendations provided by RSI to Customer pursuant to Section 1(a) (iii); the term "Customer Property" refers to residential real property that is owned by Customer or with respect to which Customer is the rental manager and has the authority to make rental determinations.

**2. Applicant and Tenant Information from Customer.** When requesting any Applicant Review or Tenant Review, Customer agrees to provide to RSI, for purposes of the Applicant Review or Tenant Review and related Recommendations, such information relating to each Applicant or Tenant as RSI may need to provide the Services, which information may include, but shall not be limited to, the Applicant's or Tenant's (as applicable) full legal name, address, social security number (or, for business-purpose clients, tax identification number), date of birth (if an individual), income and other financial information, and the lease length, monthly rent amount, and standard security deposit amount.

**3. Compensation.** For each Applicant or Tenant Review requested by Customer, Customer shall pay RSI compensation. For each credit report obtained by RSI from a third party and provided by RSI to Customer, Customer shall pay RSI compensation. RSI may adjust the compensation of this Agreement by providing thirty (30) days written notice of such adjustments to Customer.

**4. Relationship of Parties.** The Parties agree that RSI shall be the agent of Customer for the sole purposes of obtaining credit reports on Applicants and Tenants from credit reporting agencies and similar agencies, evaluating such credit reports, providing a Recommendation to Customer, and delivering the credit report to Customer if qualified. Except as provided in the foregoing sentence, neither RSI nor Customer shall be the agent or employee of the other and this Agreement does not create an employment, partnership or joint venture relationship between the Parties. Neither Party shall have the power or authority to bind, enter into agreements on behalf of, or otherwise incur obligations on behalf of the other Party.

**5. Non-Exclusive Relationship.** Customer understands and agrees that RSI may provide the Services to other property owners and managers, and, therefore, RSI does not owe any duty of loyalty, special care or confidence, or fiduciary duty to Customer.

**6. All Rental Decisions to be made by Customer.** Customer acknowledges and agrees that RSI provides only Recommendations as to actions concerning an Applicant or a Tenant, and further acknowledges and agrees that all decisions of whether or not to rent property to a particular Applicant or Tenant, as well as the length of and terms of any such rental, will be made by Customer. RSI shall have no liability to Customer or to any Applicant, Tenant or other purpose or entity for any rental, or the failure to rent, to any Applicant or Tenant, or the terms of any such rental, regardless of whether or not Customer's decision was based on Recommendations, credit reports or other information provided to Customer by RSI.

**7. Certification by Customer.** Customer hereby certifies and covenants to RSI as provided in this Section 7. Customer provides each of these certifications as of the date of this Agreement and again as of the time Customer requests any Applicant Review, Tenant Review, Recommendation or credit report from RSI.

(a) Customer will request an Applicant Review or credit report on an Applicant only for the purpose of determining an Applicant's ability to, and likelihood of, meeting rental criteria set by Customer, and Customer will request an Applicant Review or credit report only with respect to individuals or business-

purpose clients who are applying to rent residential real property that is Customer Property (as defined in Section 1(d) of this Agreement).

(b) Customer will request a Tenant Review or credit report on a Tenant only with respect to a current tenant of Customer Property (an “existing Tenant”), only when the existing Tenant’s lease has expired or is within 90 days of expiring, and only for the purpose of determining an existing Tenant’s ability and likelihood of meeting rent payment obligations upon renewal of the Tenant’s lease or upon entering into a lease for a new rental unit.

(c) Customer will not request an Applicant Review, Tenant Review or credit report for any purpose other than as described in items (a) or (b) of this Section 7 (the “permissible purposes”), and Customer will not use any information provided by RSI to Customer in connection with any Applicant Review, Tenant Review, or credit report except for these permissible purposes.

(d) Customer will request Applicant Reviews, Tenant Reviews, credit reports and Recommendations for business-purpose clients only if the business-purpose client is a corporation, partnership, or limited liability company, and will not request RSI to obtain or provide Applicant Reviews, Tenant Reviews, Verifications, or credit reports on the officers, directors, members, partners, individual shareholders (natural purposes), or other principals of a business-purpose client.

(e) Customer will request an Applicant Review only after receiving an application for the rental of Customer Property, and only if the application is signed by all Applicants (including co-signers), except that Customer may rely on the faxed signature of an Applicant if Customer’s standard procedures allow Customer to accept faxed signatures. Such applications shall contain the necessary waivers and or authorizations necessary for RSI to obtain the required credit reports.

(f) Prior to requesting any Applicant Review for an individual Applicant (an individual applying as a consumer and not on behalf of a business), Customer will verify the identity of each Applicant who is present at Customer’s offices by reviewing a government-issued picture identification (I.D.), such as a driver’s license, for each Applicant and matching the signature on the I.D. against that on the rental application.

(g) Prior to requesting any Applicant Review for a business-purpose client, Customer will verify that the purpose applying to rent property on behalf of the business-purpose client is authorized to act on behalf of the Applicant and to contractually bind the Applicant. Such verifications may include a resolution of the Applicant’s board of directors or other suitable evidence of authority. Customer also will verify the identity of the Applicant’s agent by reviewing government-issued picture identification (I.D.), such as a driver’s license, for each Applicant-agent and matching the signature on the I.D. against that on the rental application.

(h) Customer will not, at any time or for any reason, share with or disclose to any purpose not an employee of Customer any credit report, Recommendation, or other information provided to it by RSI; except that Customer may share credit reports and such other information with third parties as may be required by law. Notwithstanding anything in the foregoing sentence, Customer may share the credit report of a particular Applicant or Tenant with that Applicant or Tenant (but not with any other Applicant or Tenant), but Customer agrees that it will not share any credit score with any Applicant or Tenant except as required by law.

**8. Representations and Warranties of Customer;** additional Obligations and Covenants of Customer. Customer represents, warrants, and covenants to RSI as follows:

(a) All Applicant Information and Tenant Information provided by Customer to RSI will be, to the best of Customer’s knowledge, accurate, complete and shall not infringe upon the confidentiality or intellectual property rights of any third parties;

(b) By signing this Agreement, Customer acknowledges receipt of a copy of the Federal Trade Commission’s “Notice to Users of Consumer Reports: Obligations of Users Under the FCRA” and a copy

of the Federal Trade Commission's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA";

(c) The individual executing this Agreement has the authority to execute this Agreement on behalf of the Customer and to bind Customer to the terms of this Agreement;

(d) Customer will use the Program Codes assigned to Customer by RSI for the following purposes only: (i) to request Applicant Reviews or Tenant Reviews on behalf of Customer with respect to Customer Property and (ii) to obtain or review Recommendations provided by RSI to Owner with respect to Applicants or Tenants of Customer Property;

(e) Customer will maintain the confidentiality of its Program Codes and share its Program Codes only with those employees of Customer who are authorized by Customer to initiate Applicant Reviews or Tenant Reviews with respect to Customer Property;

(f) Prior to initiating an Applicant Review or Tenant Review, Customer will obtain the signature of each individual Applicant or Tenant, as applicable, on the Applicant/Tenant Consent form attached hereto as Exhibit A; if the Applicant or Tenant is a business-purpose client, Customer will obtain the signature of a purpose authorized to bind the business (as verified by Customer under Section 7(g), above) on the Business Applicant/Tenant Consent form attached hereto as Exhibit B;

(g) If Customer's rental decision is anything other than to accept the application on the Customer's standard lease terms and conditions, then Customer will provide each Applicant (including each co-signer) with an adverse action notice as required by the federal Fair Credit Reporting Act and Equal Credit Opportunity Act. RSI will prepare the foregoing adverse action notice and transmit it to Customer, but it shall be Customer's responsibility to deliver the notice to each Applicant;

(h) Customer will comply with all laws, rules and regulations governing the conduct of Customer's business, including but not limited to the federal Fair Credit Reporting Act, Equal Credit Opportunity Act, and all state law equivalents, and all applicable federal, state or local fair housing laws; by way of example and without limitation, Customer represents, warrants and covenants to RSI that Customer will not discriminate against any Applicant or Tenant on any basis that is prohibited by the federal Equal Credit Opportunity Act, any state law equivalent of such law, or any federal, state or local fair housing laws; and

(i) Customer will retain copies of signed Applicant/Tenant Consent forms, Business Applicant/Tenant Consent forms, RSI's Recommendation, and any applicable adverse action notice in Customer's files for a period of at least 36 months following (A) termination of the Applicant's lease, if Applicant rents or leases from Customer, or (B) the date of Applicant's rental application if Applicant does not rent or lease from Customer. Customer will provide copies to RSI of the Applicant/Tenant Consent forms, Business Applicant/Tenant Consent forms, RSI's Recommendations, and any applicable adverse action notice from Customer's files upon request from RSI.

**9. Confidentiality.** Each Party agrees that it will, to the extent and in accordance with the policies used to protect its own information of similar importance, use its best efforts to refrain from and prevent the use of or disclosure of any Confidential Information (as defined below) of the other Party, disclosed or obtained by such Party while performing its obligations under this Agreement, provided, however, that RSI may disclose any information reasonably necessary to be disclosed in order for RSI to provide the Services and perform its obligations under this Agreement. Notwithstanding anything to the contrary, neither Party shall use any Confidential Information in a manner which is detrimental to the other Party. The phrase "Confidential Information" includes, without limitation, all materials and information supplied by one Party to the other in the course of each Party's performance under this Agreement, including but not limited to each Party's business objectives and plans, marketing plans, customer lists, and financial information. Confidential Information of RSI includes, in addition to the information described above, RSI's Recommendations, any forms or agreements provided by RSI to Customer, and any information available on the RSI Site. Neither Party will have an obligation of confidentiality with regard to any information insofar as such information: (1) was known to such Party prior to obtaining it from the other Party; (2) is at the time of disclosure publicly available or becomes publicly available other than as a result of a breach of this Agreement; or (3) is disclosed to such Party by a third party not under a duty not to disclose such

information. In addition, the confidentiality obligations set forth above shall not apply to any Confidential Information which is disclosed pursuant to: (a) any law of the United States or any state thereof; or (b) the order, rules or regulations of any court or governmental agency. Prior to any disclosure required by law or order of any court or government agency, the disclosing Party agrees to notify the other Party of the required disclosure, so that the other Party may attempt to seek a protective order or other appropriate remedy and/or waive compliance with this provision. If, in the absence of a protective order or other remedy, or the receipt of a waiver, the disclosing Party concludes, after consultation with legal counsel, that it is nonetheless legally compelled to disclose Confidential Information, then the disclosing Party may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises is legally required to be disclosed, provided that such Party agrees to exercise its reasonable best efforts to preserve the confidentiality of the Confidential Information, and reasonably cooperate with the other Party's efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

#### **10. Indemnification.**

(a) Indemnification by RSI. RSI shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, successors and assignees, from any and all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and costs) ("Losses"), arising from or in connection with a breach by RSI of any term or condition of this Agreement. Notwithstanding the foregoing, RSI shall not be liable to Customer under this Section 10(a) if the alleged Losses were the result of the acts or omissions of Customer or of an unrelated third-party who provided information or property to RSI and RSI in the exercise of its ordinary care had no reason to know that the use of such information or property would result in Losses to Customer.

(b) Indemnification by Customer. Customer shall indemnify, defend and hold harmless RSI and RSI's officers, directors, employees, agents, successors, assignees, and third party suppliers (including but not limited to Equifax Information Services, LLC, who is a credit reporting agency) ("third party suppliers") from any and all Losses arising from a breach by Customer of any term or condition of this Agreement, including but not limited to the certifications, representations, warranties and covenants stated in Sections 7 and 8 above. Furthermore, Customer shall indemnify, defend and hold RSI harmless, including its officers, directors, employees, agents, successors, assigns, and third party suppliers, from any and all Losses arising from any Applicant or Tenant pursuant to the Recommendations made by RSI to Customer hereunder, except in the event that the information provided to Customer by RSI is found to be in violation of Fair Housing Laws.

**11. Termination of the Agreement.** This Agreement shall have an initial term of one year, after which this Agreement will renew automatically for successive one-year periods ("renewal terms") unless either (i) RSI shall provide Customer written notice of termination of this Agreement at least 30 days prior to the end of the initial period or any renewal period or (ii) this Agreement is otherwise terminated as provided in this Section 11.

(a) Termination by Customer. Customer may terminate this Agreement at any time, for any reason.

(b) Early Termination by RSI. RSI may terminate this Agreement immediately in the event that (i) Customer breaches this Agreement or (ii) RSI reasonably believes that Customer is obtaining or using Applicant Reviews, Tenant Reviews, Recommendations, or credit reports for other than permissible purposes, as provided by this Agreement and applicable law, or otherwise is engaging in unlawful activity.

(c) Obligations upon Termination. Upon termination of this Agreement for any reason, Customer shall cease to request or otherwise initiate Applicant Reviews or Tenant Reviews, shall not access the RSI Site for any purpose, shall destroy all of Customer's Program Codes, and shall return all documentation or information provided by RSI to Customer ("Program Materials"). Upon the termination of this Agreement, and at the request of RSI, Customer agrees that it will certify to RSI that it has not retained or reproduced the Program Materials. Customer's indemnification obligation to RSI under Section 10 of this Agreement, and Customer's obligation to preserve the confidentiality of RSI's Confidential Information under Section 9 hereto, shall survive termination of this Agreement.

#### **12. Miscellaneous.**

(a) Governing Law. This Agreement shall be construed and governed by the laws of the State of Colorado, without reference to the choice of law principles thereof.

(b) Notices. All communications or notices required or permitted by this Agreement shall be sufficiently given for all purposes hereunder if given in writing and delivered (i) purposely, (ii) by United States first class mail, (iii) by reputable overnight delivery service, (iv) by electronic mail, or (v) by facsimile. All notices delivered in accordance with this Section shall be sent to the appropriate address or number, as set forth below.

(c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(d) Amendments. This Agreement may be amended only by a writing agreed to by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Applicant and Tenant Evaluation Agreement to be executed in their names as of the date first above written.

RENTAL SERVICES, INC.

\_\_\_\_\_  
[Customer Name]

Signature: \_\_\_\_\_  
Name: Jeff Malone  
Title: National Marketing and Sales  
Address: 10050 Ralston Road  
Address 2: Suite 7  
City, Arvada, CO  
State: \_\_\_\_\_  
Zip: 80004  
Phone: 303-420-1212  
Fax: 303-303-420-1477  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Date: \_\_\_\_\_



## Rental Services, Inc.

(303) 420-1212 (800) 628-6414 FAX (303) 420-1477 FAX (800) 296-9902

Authorization of Release

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To Whom It May Concern:

I hereby allow Rental Services, Inc. to review and investigate the accuracy of the information contained in the setup forms and run a credit check. I am aware that they may ask several questions regarding my background and I give them my permission to do so.

Please be advised that I, \_\_\_\_\_, authorize release of information to Rental Services, Inc., your prompt response to any/ all questions is greatly appreciated.

**Please Complete and Sign:**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ SS#: \_\_\_\_\_

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

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

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10050 Ralston Road, suite #7 \* Arvada, CO 80004 \* (303) 420-1212 \* Fax (303) 420-1477

[www.arentalservicesinc.com](http://www.arentalservicesinc.com)



# Rental Services, Inc.

(303) 420-1212 (800) 628-6414 FAX (303) 420-1477 FAX (800) 296-9902

## Banking Reference

Customer Name \_\_\_\_\_

Address \_\_\_\_\_

Name of Bank \_\_\_\_\_ Address \_\_\_\_\_

Bank Phone Number \_\_\_\_\_

Business Checking Account Information:

Name of Account \_\_\_\_\_ Account Number \_\_\_\_\_

I give **Rental Services, Inc.** permission to request business checking account information on the above account as part of their membership due diligence process.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### BANK USE ONLY

Bank Verification Information:

Date Account Opened \_\_\_\_\_

Customer's nature of business \_\_\_\_\_

Time \_\_\_\_\_

Verified by \_\_\_\_\_

Date \_\_\_\_\_

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# Rental Services, Inc.

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## FICO END-USER AGREEMENT

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I understand and agree to the following terms and conditions regarding the use of credit scores and reason codes obtained through Rental Services, Inc. and Experian.

1. Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to End User under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decision only.
2. Client agrees to comply with all applicable laws and regulations using the scores and reason codes purchased from Broker and certifies that it has permissible purpose under the Fair Credit Reporting Act to obtain said score information. Client agrees to limit its use of the scores and reason codes to its own business and will not sell, transfer, license or distribute said scores to third parties. Client agrees to maintain security procedures to minimize the risk of disclosure of said scores to employees without the need to know.
3. Client and its employees, agents or subcontractors will not use any of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian information Solutions, Inc. or Fair Isaac and Company or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair Isaac Model without such entity's prior written consent.
4. Client will not in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair Isaac in performing the Experian/fair Isaac Model.
5. Client agrees that in the event of any payment that may be awarded to client for incidental, indirect, special or consequential damages is limited to lesser of the fees paid by Rental Services, Inc. to Experian or the fees paid by client to Rental Services, Inc for the Fair Isaac scores for the preceding 6 months of service.
6. Warranty-Experian/Fair Issac warrants that the Experian/Fair Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair Isaac Model is applied is similar to the population sample on which Experian/Fair Isaac Model was developed, the Experian/Fair Isaac Model score may be relied upon Broker and/or end Users to rank consumers in the order of risk of unsatisfactory payment such consumers might present to End Users. Experian/ Fair Isaac further warrants that so long as it provides the Experian/ Fair Isaac Model, it will comply with regulations promulgated from time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et.seq. The foregoing warranties are the only warranties Experian/Fair Isaac have given Broker and/or End Users with respect to the Experian/Fair Isaac Model and such warranties are in lieu of all other warranties, express or implied, Experian/Fair Isaac might have given Broker and or end Users with respect thereto, including, for example, warranties of merchantability and fitness for a particular purpose. Broker and each respective End User's rights under the foregoing Warranty are expressly conditioned upon each respective End User's periodic revalidation of the Experian/Fair Issac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR section 202 et seq.).

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

Company: \_\_\_\_\_ Acct. Code: \_\_\_\_\_

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## Rental Services, Inc.

(303) 420-1212 (800) 628-6414 FAX (303) 420-1477 FAX (800) 296-9902  
Account Fee and Quick Application Registration

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To setup a Full Access account with Rental Services a one time fee of \$85.00 is required for commercial addresses and annually for residential addresses. Limited Access or Basic Access accounts will be required to pay a one time setup fee of \$35.00.

Full Access Account

Basic or Limited Access Account

The RSI Quick Application is a new and exciting tool that can be used in place of a standard rental application. Quick Application allows your prospective renters to apply online! Once your account is established, you can login to the RSI website and email out the Quick Application to your applicant. They complete the application online and the information is sent to RSI for processing. Once the application is completed, an email is sent to you and the results can be viewed from the RSI website.

If you want to use the RSI Quick Application process, a one time \$15.00 setup fee will be charged to your account.

Yes, I would like to use the RSI Quick Application.

No, I do not want to use the RSI Quick Application at this time.

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



## Rental Services, Inc.

(303) 420-1212 (800) 628-6414 FAX (303) 420-1477 FAX (800) 296-9902  
Insta-Chek Approve and Decline Questionnaire

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**Please complete if you are setting up a Limited Access Account**

Account Name: \_\_\_\_\_

1. Which credit bureau will you use?

- Experian
- Equifax

2. Will you use a credit score?

- Yes, approve above \_\_\_\_\_, decline/fail if below \_\_\_\_\_
- No

Recommendation: We use a FICO score 850 to 300, the higher the better. (580 to 640)

3. What type of income ratios will you use with Insta-Chek?

- Income to Rent Approve if Above \_\_\_\_\_
- Income to Debt Approve if Above \_\_\_\_\_
- Income to Debt including Rent Approve if Above \_\_\_\_\_

Recommendation: You should use Income to Rent and Income to Debt including Rent. The ratio for rent should be between 3/1, 2.5/1 or 2/1 depending on your standards. Income to Debt including Rent should be around 1.5/1, 1.25/1 or 1/1 depending on your standards.

4. What will your policy be on Delinquent Accounts?

- Consider only current delinquent trade lines
- Consider delinquent in past six months
- Consider delinquent in past twelve months
- Consider delinquent in past eighteen months
- Consider delinquent in past twenty-four months
- Consider all delinquent trade lines

Recommendation: A 12 month review will show current financial patterns.

5. Which of the following trade lines should be ignored?

- Education/Student loans
- Medical
- All accounts should be recognized

Recommendation: All accounts should be recognized. This helps to protect you from accounts becoming collections which could become a garnishment.

6. How should Delinquent Accounts be counted?

- By percent
- Fail if above \_\_\_\_\_ and approve if below \_\_\_\_\_

Recommendation: Use a percentage. How much delinquency is acceptable to you? (10%, 20% or more)

7. How will you handle Collection / Charge Off accounts?

- Ignore Education / Student Loan Trade lines
- Ignore Medical Collections
- Ignore by Percent: Fail Above \_\_\_\_\_% Approve Below \_\_\_\_\_%

Recommendation: Use a percentage. How much delinquency is acceptable to you? (10%, 20% or more)

8. Will Bankruptcy Records be used with Insta-Chek?

- Yes
- No
- If yes, fail if within \_\_\_\_\_ years

Recommendation: You should count Bankruptcy Records, minimum of 1 year.

9. How will you handle a Conditional Recommendation from Insta-Chek?

- Accept, provided applicant pays an additional deposit of \$ \_\_\_\_\_
- Accept, provided applicant pays an additional deposit equal to \_\_\_\_\_ month's rent
- Accept, provided applicant obtains a qualified cosigner/guarantor
- Other: \_\_\_\_\_

Recommendation: The conditional recommendation will let you know that your applicant is on the border line of passing your criteria. This warning gives you the ability to ask for something extra to limit your potential risk of renting to the applicant

NOTE: If the Insta-Chek is not completed the question recommendation will be used to complete the form.

Completed by \_\_\_\_\_ Date \_\_\_\_\_