



# Rental Services, Inc.

## Welcome

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Dear Client:

Welcome to Rental Services Inc. and thank you for giving our company the privilege of becoming your partner in selecting the best residents for your rental properties. At RSI we pride ourselves on accurate and timely screening. We work hard to provide you with top-notch, helpful and courteous customer service.

### Requirements to establish an account with Rental Services Inc.:

1. Read, complete and return the entire membership packet to RSI.
2. Pages 3,7, 14-18, 20 and 24 requires physical signatures
3. Include additional documentation requested on page 19.
4. If you plan to email your completed packet do not include your social security and credit card numbers. A compliance officer from RSI will contact you to collect this information.

The membership packet and additional documentation can be returned by fax to (800) 296-9902. Forms can also be scanned and emailed to our office at [info@rsiscreening.com](mailto:info@rsiscreening.com). Please do not send personal information such as social security numbers or credit card numbers over email.

Our team at Rental Services Inc. looks forward to working with you and your company. If you have any questions about the setup process or the forms in this packet please contact our office at (800) 628-6414.

Thanks,

Rental Services, Inc.  
(800) 628-6414  
(800) 296-9902  
[www.eRentalServicesInc.com](http://www.eRentalServicesInc.com)



# Rental Services, Inc.

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

## Full Access Membership Application

Account Name

Contact Name

Title

Physical Address

E-mail Address

City

State

Zip

Phone Number

Billing Address

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? \_\_\_\_\_

Projected number of reports you will use each month? \_\_\_\_\_

Will you conduct business:  Locally  Regionally  Nationally

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

What is your nature of business? \_\_\_\_\_

What Apartment or Multi Family Housing Association do you belong to? \_\_\_\_\_

Would you like your results reported via:  Fax  Mail  RSI Website



Names of authorized users their phone numbers and email addresses.

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**Property List**

Please list all rental properties you own or manage and include the property name and address. (If contact information is different from page 2, please include a 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 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.

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 60 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 60 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.

*THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.*

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: \_\_\_\_\_



## RSI 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: "Customer") with its principal place of business as indicated herein ABOVE. The parties hereby agree:

End User is a \_\_\_\_\_ and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:

- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
- In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
- In accordance with the written instructions of the consumer; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or
- As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

### 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 \_\_\_\_\_. 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 person 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 person 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"; all referenced documents can be found at [www.arentalservicesinc.com/rforms.html](http://www.arentalservicesinc.com/rforms.html);

(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 person 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; all referenced documents can be found at [www.arentalservicesinc.com/rforms.html](http://www.arentalservicesinc.com/rforms.html).

(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 make available on the RSI website 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 60 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.

End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

#### **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.

(d) With just cause, such as violation of the terms of the End User’s contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User’s agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

**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.

(e) For each QuickApp requested by Customer, the Customers Applicant will pay for the report obtained by RSI from a third party and provided by RSI to Customer, if Applicant does not pay for the QuickApp all charges will be passed on to the Customer. If Applicant disputes any charges a \$25 fee will be assessed to Customers account and shall be paid to RSI as compensation. RSI may adjust the compensation of this Agreement by providing thirty (30) days written notice of such adjustments to Customer.

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.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: 10050 Ralston Road  
 Address 2: Suite 7  
 City, State: Arvada, CO  
 Zip: 80004  
 Phone: 303-420-1212  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 [Account Name]  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State: \_\_\_\_\_  
 Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Date: \_\_\_\_\_



## Banking Reference

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

Address \_\_\_\_\_

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

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

Business/Personal 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 \_\_\_\_\_



## 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, TransUnion or Equifax.

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, TransUnion or Equifax 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, TransUnion or Equifax/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, TransUnion or Equifax/Fair Isaac in performing the Experian, TransUnion or Equifax/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, TransUnion or Equifax 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, TransUnion or Equifax/Fair Issac warrants that the Experian, TransUnion or Equifax/Fair Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian, TransUnion or Equifax/Fair Isaac Model is applied is similar to the population sample on which Experian, TransUnion or Equifax/Fair Isaac Model was developed, the Experian, TransUnion or Equifax/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, TransUnion or Equifax/ Fair Isaac further warrants that so long as it provides the Experian, TransUnion or Equifax/ 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 forgoing warranties are the only warranties Experian, TransUnion or Equifax/Fair Isaac have given Broker and/or End Users with respect to the Experian, TransUnion or Equifax/Fair Isaac Model and such warranties are in lieu of all other warranties, express or implied, Experian, TransUnion or Equifax/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, TransUnion or Equifax/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: \_\_\_\_\_



## Authorization of Release

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### Please Complete and Sign:

I hereby allow Rental Services, Inc. to review and investigate the accuracy of the information contained in this membership packet 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.

Signature: \_\_\_\_\_ DOB: \_\_\_\_\_ SS#: \_\_\_\_\_

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

Do you own or rent the business address?     Own             Rent

**If you rent your business location, please complete section A.**

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### Section A

Landlord Name: \_\_\_\_\_

Landlord's #: \_\_\_\_\_

Lease Dates: \_\_\_\_\_

Please submit a copy of your current lease agreement. We will need the signature page, address page, terms of lease page.



**Account Fee and Quick Application Registration**

To setup a Full Access account with Rental Services a onetime inspection fee of \$85.00 is required for a commercial address. This inspection fee will be charged annually for a residential address. A \$30.00 cancelation fee is charged if the inspection is ordered and then cancelled. Basic and Limited Access accounts will be required to pay a onetime setup fee of \$50.00

<input type="checkbox"/> Full Access Account (\$85)	<input type="checkbox"/> Limited Account (\$50)	<input type="checkbox"/> Basic Account (\$50)
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The RSI Quick Application is a new and exciting tool that can be used in place of a standard rental application. RSI Quick App allows your prospective renters to apply online! Once your account is established, you can send your applicant to [www.rsiquickapp.com](http://www.rsiquickapp.com). They select your property, complete the customizable online application and pay for the screening fee with a credit card. The application is then sent to RSI for processing and you receive an email notification when the report is ready to be viewed.

Quick App can also be setup as part of your company’s website. Applicants can apply online from your website 24/7. We will provide a custom URL that can be added to your website. The URL link will list the properties in your portfolio.

The RSI Quick App offers two options. If you have one property or want to use a generic application you will need to select the general application option. The RSI Quick Application online general option has a onetime \$50.00 setup fee. If you want to setup multiple properties with separate applications you will need to select the RSI Quick Application multisite option, a onetime \$75.00 setup fee will be charged to your account. Each application will be charged a normal screening rate plus a convenience fee. Credit card payments for Quick App will be processed by Rental Services. A \$3.00 convenience fee will apply to each transaction.

Would you like to use the RSI Quick Application online general option?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	(\$50)
Would you like to use the RSI Quick Application online multisite option?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	(\$75)

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

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



## Required Documentation

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Proof of property ownership or management is required to set up an account and documentation must also be provided with this application. Beneath your business category is a list of necessary documents. Please include one of the following forms of documentation from each line within your business category.

### **Documentation:**

#### Private Landlord

- Copy of tax statement **or** closing document **or** copy of property insurance statement **or** copy of property deed for each property listed.
- Copy of Property List (Include property name, address, management contact and phone number).
- Copy of your phone bill if your phone number is unlisted or a cell phone.
- Copy of a signed rental applications (either existing or new tenants).
- Copy of driver's license.

#### Private Landlord (Business Name)

- Copy of Property List (Include property name, address, management contact and phone number).
- Copy of closing documentation **or** tax documentation for each property.
- If your phone number is unlisted or a cell phone we will also need a copy of your phone bill.
- Copy of a rental application for each property (either existing or new tenants).
- Business advertisement **or** rental related court filing.
- Copy of driver's license.

#### Management Company

- Copy of Property List (Include property name, address, management contact and phone number).
- Copy of signed property management contract.
- Copy of 2 signed rental applications (either existing or new tenants).
- Copy of driver's license.

If you are a licensed realtor please include a copy of your realtors license.



**Electronic Payments**  
**\*\*\* REQUIRED \*\*\***

As an added benefit to our clients, Rental Services, Inc. offers several payment options:

**CREDIT CARD:** You may choose to pay with a credit card online or by phone. We will charge a convenience fee of 2.5% for all invoices paid by credit card.

As part of the account setup, we require your setup fee to be paid with a credit card but will not charge the 2.5% convenience fee. If you would like to continue paying for invoices with a credit card (and pay the convenience fee to do so), please mark the box below.

**CHECK:** Otherwise, customers may choose to pay for future invoices without any additional charges by paying with a check. Payments by check can be made in person to the address below between the hours of 9:00 a.m. to 5:30 p.m., Monday through Friday (except holidays). Customers may also mail checks to the accounts receivable department at the following location:

- 10050 Ralston Road, Suite 7, Arvada, Colorado 80004
- P.O. Box 2020, Arvada, Colorado 80001

**Automatic Payments**

<b>Pay by Credit Card</b>	
<input type="checkbox"/> Bill my card only for my setup fee(s). <input type="checkbox"/> Bill all future invoices to this card.	
Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express	
Card Number:	
Expiration Date:	Security Code:
Billing Address:	
Name on Card:	Signature:

By signing above I hereby authorize Rental Services, Inc. to charge my credit card account for any products, services or balance due. I agree that I understand and am bound by Rental Services, Inc. Service Agreement. In the event of any dispute arising from or charge back from my credit card, I shall be fully and solely responsible for the settlement of payment. Rental Services, Inc. shall not be held liable in any manner. This authorization also serves as a waiver and release of claims against Rental Services, Inc. from any liability and indemnification.



## Equifax Agreement for Service

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1. The undersigned ("Subscriber"), desiring to receive various information services as available from Equifax (the "Equifax Information Services") through Rental Services, Inc. a broker of consumer credit report and other information ("Broker"), agrees that all EQUIFAX Information Services will be received through Broker subject to the following conditions:
2. EQUIFAX Information Services will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request EQUIFAX Information Services on Subscriber's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties. Subscriber will not disclose EQUIFAX Information to the subject of the report except as permitted or required by law, but will refer the subject to EQUIFAX.
3. Subscriber will hold EQUIFAX and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of EQUIFAX Information by Subscriber, its employees or agents contrary to the conditions of Paragraph 2 or applicable law.
4. Recognizing that information for the EQUIFAX Information Services is secured by and through fallible human sources and that, for the fee charged, EQUIFAX cannot be an insurer of the accuracy of the EQUIFAX Information Services, Subscriber understands that the accuracy of any EQUIFAX Information Service received by Subscriber is not guaranteed by EQUIFAX, and Subscriber releases EQUIFAX and its affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the EQUIFAX Information Services and from any loss or expense suffered by Subscriber resulting directly or indirectly from EQUIFAX Information.
5. Subscriber will be charged for the EQUIFAX Information Services by Broker, which is responsible for paying EQUIFAX for the EQUIFAX Information Service; however, should the underlying relationship between Subscriber and Broker terminate at any time during the term of this Agreement, charges for the EQUIFAX Information Services will be invoiced to Subscriber, and Subscriber will be solely responsible to pay Equifax directly.
6. Written notice by either party to the other will terminate this Agreement effective ten (10) days after the date of that notice, but the obligations and agreements set forth in the second, third and fourth paragraphs above will remain in force.
7. Fair Credit Reporting Act Certification. Subscriber certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or services, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Subscriber otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS SUBSCRIBER



HAS A SUBSCRIPTION TO THE EQUIFAX PERSONA SERVICE. Subscriber will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose.

8. Limited DTEC and Limited ID Certification. Subscriber certifies that it will order and use Limited-ID or Limited DTEC reports in connection with only one of the following purposes involving the subject of the report and for no other purpose: (a) to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; (b) for required institutional risk control or for resolving consumer disputes or inquiries; (c) due to holding a legal or beneficial interest relating to the consumer; (d) as necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer's request, for reinsurance purposes or for the following purposes related to the consumer's insurance: account administration, reporting, investigation fraud prevention, premium payment processing, claim processing, benefit administration or research projects; (e) to persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer or (1) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account. Subscriber, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: (y) pursuant to FCRA Section 608 or (z) for an investigation on a matter related to public safety. Subscriber further certifies that it will, with each Limited ID or Limited DTEC inquiry, include the Exception Code required by Equifax that identifies the use for which Subscriber is ordering the information, and that because Limited ID and Limited DTEC reports are not consumer reports Subscriber will not order or use Limited ID or Limited DTEC reports, in whole or in part, to determine eligibility for credit, insurance, or for any other permissible purpose, as defined by the FCRA, for which a consumer reporting agency is permitted to furnish a consumer report.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Subscriber regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Subscribers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EQUIFAX harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

California Law Certification. Subscriber will refer to Exhibit 1-A in making the following certification, and Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

**(PLEASE CHECK ("X") THE APPROPRIATE LINE BELOW)**

Subscriber certifies that it <input type="checkbox"/> IS or <input type="checkbox"/> IS NOT a "retail seller," as defined in Section 1802.3 of the California Civil Code and <input type="checkbox"/> DOES or <input type="checkbox"/> DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.
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Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order information services relating to



Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of Section 2480e (Exhibit I-B) of the Vermont Fair Credit Reporting Statute was received from EQUIFAX.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm Leach-Bliley Act and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer.

9. This Section 9 applies to any means through which Subscriber orders or accesses the Information Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided, however, Subscriber will not order or access the Information Services via the Internet without first obtaining Equifax's written permission. For the purposes of this Section 9, the term "Authorized User" means a Subscriber employee that Subscriber has authorized to order or access the Information Services and who is trained on Subscriber's obligations under this Agreement with

10. respect to the ordering and use of the Information Services, and the information provided through same, including Subscriber's FCRA and other obligations with respect to the access and use of consumer reports. Subscriber will: (a) ensure that only Authorized Users can order or have access to the Information Services and the information provided through same, (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party, (c) ensure that all devices used by Subscriber to order or access the Information Services are placed in a secure location and accessible only by Authorized Users and that these devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures, and (d) take all necessary measures to prevent unauthorized ordering or access to the Information Services by any persons other than Authorized Users for permissible purposes. Those measures will include, without limitation, limiting the knowledge of the Subscriber security codes, telephone access number(s) Equifax provides, and any passwords Subscriber may use, to Authorized Users and other employees with a need to know, changing Subscriber's user passwords at least every ninety (90) days, or sooner if it is obtained by any third party or an Authorized User is no longer responsible for accessing the Information Services, or if Subscriber suspects an unauthorized person has learned the password, and using all security features in the software and hardware Subscriber uses to order or access the Information Services. Subscriber will monitor compliance with the obligations of this Section 9, and will immediately notify Equifax if Subscriber suspects or knows of any unauthorized access or attempt to access the Information Services. Such monitoring will include, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity. Subscriber will not ship hardware or software between Subscriber's locations or to third parties without deleting all Equifax Subscriber number(s), security codes, telephone access number(s) and Subscriber user passwords. If Subscriber uses a third party vendor to establish access to the Information Services, Subscriber is responsible for the third party vendor's use of Subscriber's member numbers, security access codes, or passwords. Subscriber will ensure the third party vendor safeguards Subscriber's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section 9. Subscriber will inform Authorized Users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. If Equifax reasonably believes that Subscriber has violated this Section 9, Equifax may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at Equifax's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent Equifax reasonably deems necessary in order to evaluate Subscriber's compliance with the data security requirements of this Section 9.



11. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law's provisions. This Agreement constitutes the entire agreement of the parties with respect to Subscriber receiving EQUIFAX Information Services and no changes in this Agreement may be made except in writing by an officer of EQUIFAX. The undersigned is a duly authorized representative of Subscriber with all powers required to execute this Agreement.

\_\_\_\_\_ Subscriber has read and understands this Agreement. (To be initialed by the person signing on behalf of Subscriber.)

\_\_\_\_\_ Subscriber has read the attached Exhibit 1-C "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber's obligations under the FCRA as a user of consumer report information. (To be initialed by the person signing on behalf of Subscriber.)

\_\_\_\_\_ Check ("X") here if Subscriber desires the PERSONA® and PERSONA PLUS® Information Service.

12. Authority. Equifax's delivery of the services Subscriber orders under this Agreement indicates Equifax's acceptance of the Agreement. The person signing below represents and warrants that he or she has the necessary authority to bind the principal (s) set forth below.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

**CLIENT/  
SUBSCRIBER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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